BULLETIN

OF THE

)EPARTMENT OF LABOR.

No. 19—NOVEMBER, 1898.

ISSUED EVERY OTHER MONTH.

EDITED BY

CARROLL D. WRIGHT,

COMMISSIONER.

OREN W. WEAVER,

CHIEF CLERK.

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No. 19. WASHINGTON. NOVEMBER, 1898.

THE ALASKAN GOLD FIELDS AND THE OPPORTUNITIES THEY OFFER FOR CAPITAL AND LABOR.

BY SAM. C. DUNHAM.

[Bulletin No. 16, the issue for May, 1898, contained an article under the above title by Mr. Samuel C. Dunham, an agent of this Department, giving the results of a personal investigation in the mining districts of the Yukon Valley and adjoining territory. Mr. Dunham has since returned to Washington, and supplements his former statement with the following report of his later investigations from January 8 to August 1, 1898. He acknowledges his indebtedness to Mr. John D. McGillivray for valuable information.—C. D. W.]

The ice in the Yukon broke at Circle City on May 12, but the river at that point was not free of running ice until the 19th, when small boats began to arrive from upriver points. This date found the community with food supplies sufficient to last until the arrival of the first steamboats, although there was a scarcity of some articles, such as canned fruits and condensed milk. Moose meat was scarce during the early part of the winter, and sold as high as $2 per pound, but later it became plentiful, selling as low as 50 cents per pound. On January 10 there were about 200 people in the town, but a month later the population had increased to 350 through arrivals from Fort Yukon and Dawson, while at the break-up of the river there were less than 150 people there, large numbers having departed in March for Dawson and many having gone to the Birch Creek mines to prepare for summer work.

About 350 men passed the greater part of the winter at Fort Yukon, and many of these were engaged a large portion of the time in cutting wood for the two commercial companies. They received $5 per cord,

and cut about 6,500 cords. Eighteen men from Fort Yukon spent two or three months in prospecting on the Upper Porcupine and Salmon rivers, returning in April or May, and reporting that nothing had been found. A party of twelve went to the southward on a prospecting trip in the Beaver River country, and had not returned up to June 27. It is therefore impossible to verify the current rumors relative to rich strikes on that stream and its tributaries. Twenty-one went to the headwaters of the Gens de Large River, a stream emptying into the Yukon from the north about 30 miles below Fort Yukon, and from there crossed over to the headwaters of the Koyukuk. They reported that good prospects were found on numerous tributaries of the Koyukuk, but no ground of unusual richness was found. The diggings are about 400 miles from the mouth of the stream, and can be reached by small steamers. During the latter part of the winter a few men left Fort Yukon for Minook, and a large number went to Circle City and Dawson, so that by June 6 there were but ninety people, exclusive of Indians, in the town, and all but ten or twelve of these left for upriver points during June.

There was considerable sickness at Fort Yukon, and the small hospital was full nearly all winter, three deaths occurring. There were fifteen men who were too old or feeble to work, their ages ranging from 55 to 70 years. Much sickness prevailed among the Indians, principally of a pulmonary character, and there were nineteen deaths between August 1, 1897, and June 1, 1898.

A record of the temperature last winter and spring at Fort Yukon, which is just within the Arctic Circle, shows that the average temperature for December was 8 degrees below zero; January, 24 degrees below; February, 29 degrees below; March, 6 degrees above; April, 36 degrees above; May, 49 degrees above. The coldest day was January 16, when the thermometer registered 62 degrees below zero. The longest period of continuous low temperature was from February 14 to 23, inclusive, the thermometer showing for the ten days the following readings below zero: 40, 48, 52, 52½, 42, 52½, 54, 42, 56, 38. While dwellers in more salubrious climates will no doubt read these figures with a shiver, the old-timers are unanimous in saying that the winter of 1897–98 was the mildest ever known in Northern Alaska. Be this as it may, the weather on the Yukon last winter, on account of the dryness of the atmosphere and the absence of winds, was almost uniformly pleasant. A temperature of 50 degrees below zero there brings no more discomfort than 30 degrees below in the Dakotas. The writer has experienced far more disagreeable weather in Minnesota and Montana than that which prevailed last winter at Circle City.

The principal interest in mining on the Yukon still centers in the Klondike district, but there was considerable activity during the winter on the American side. A number of stampedes from Dawson to the Forty Mile, American Creek, and Seventy Mile districts occurred, and all of the old creeks in those districts were restaked, while many

new creeks were located and to some extent prospected. The most notable developments were on streams near the head of Forty Mile, the best results being shown by Chicken Creek, which enters Forty Mile about 125 miles from its mouth. Discovery claim on Chicken Creek is reported to have produced $70,000 during the season, only five men being employed. Dome Creek, in American territory, has shown $4 to the pan. Large areas of placer ground on Forty Mile and its tributaries were located in 20-acre claims for hydraulic purposes, quite a number of associations of eight persons taking up 160-acre tracts, as they are allowed to do under the United States mining laws. Many claims thus relocated have in the past produced from $6 to $10 per day to the man, but were abandoned for the richer ground on the Klondike, and it is the opinion of experts that large returns will be obtained under hydraulic processes. Several companies have made contracts for the introduction of hydraulic machinery, and it is probable that during the season of 1899 a thorough test will be made of the possibilities in this direction. The output for the past season is estimated at $200,000. Several hundred men ascended Forty Mile during the spring, and in the latter part of June prospectors were passing up the stream at the rate of fifty per day. As most of those entering the district are practical miners and fairly well outfitted, it is safe to predict that Forty Mile will show a large output as the result of the coming season's work.

The American Creek district was thoroughly prospected last winter and a great deal of development work was done, but it was impossible to secure any accurate data in regard to the output. It is reported that some claims yielded 3 ounces per day to the man. Several claims have been sold at prices ranging from $5,000 to $15,000. At the mouth of Mission Creek, of which stream American Creek is a tributary, a town known as Eagle City has sprung up during the past few months, and on June 25 there were about 300 people there, living principally in tents. A number of substantial log houses have been built, and many more are in course of construction. This is the natural distributing point for the Forty Mile district, there being a short portage over a low divide, and the mines at the head of Seventy Mile can also be reached from American Creek. The commercial companies are establishing trading posts at Eagle City with a view of supplying the American Creek, Forty Mile, and Seventy Mile diggings. Capt. P. H. Ray, U. S. A., located a military reservation at Eagle City in February last, and has recommended the establishment of a post there.

Much prospecting and some development work have been done in the Seventy Mile district. Over forty new creeks have been staked, the locations numbering over a thousand. A few sales are reported at small prices. Old timers have great faith in the future of Seventy Mile, and hundreds of men will try their luck in the district the coming year. A town site has been located at the mouth of Seventy Mile Creek, and the place is known as Star City. A number of buildings were in course

of construction there June 25 and the town contained a population of about 250.

The Birch Creek district, for which Circle City is the distributing point, still maintains its position as the richest and most productive gold field on the American side. A score or more of the owners of Birch Creek claims returned from Dawson during the winter and worked their properties in a limited way, the scarcity of miners and supplies making it impossible to operate the mines to their full capacity. Early in June the owners of two adjoining claims on Mastodon Creek sent requisitions to their agents in Circle City for 200 miners for summer work, but they were able to secure the services of only 8 or 10 men. At that time about 350 men were at work in the district, and it is estimated that the output will reach $500,000, half of this product coming from Mastodon. Eagle Creek has produced some dumps which washed up $2.50 to the bucket or 50 cents to the pan. A rich discovery was made during the winter on the North (or Miller) Fork of Eagle Creek, prospects showing as high as $2 to the pan. Many 20-acre claims have been located in the district for hydraulic purposes, and a number of properties have been bonded, sales of this nature having been made at prices ranging from $5,000 to $40,000. Wages remain at $1 per hour.

Coal Creek, 50 miles above Circle City, was thoroughly prospected during the winter, and was staked for 30 miles. While no large pay was found, the creek promises well for hydraulic operations. This statement is also true of many creeks in the American Creek and Seventy Mile districts.

On April 16 a discovery was made on Jefferson Creek, a small stream coming into the Yukon from the eastward about 4 miles above Circle City. The discovery was made about 8 miles from the mouth of the creek, 13 cents being found in the first pan washed. A stampede immediately followed, and within two days the creek was staked from its mouth to its source, a distance of 16 miles, and many of the tributaries were also staked. Some attempt has been made to boom this creek, but up to June 25 no pay had been found, although a shaft had been sunk to bed rock, the prospectors employed in this work reporting that they did not find a color.

About twenty Birch Creek miners left the district in midwinter on a prospecting trip to the Tanana River, whence marvelous tales of rich placer ground have come for several years. They struck the stream about 150 miles southwest of Circle City, and sank several holes to bed rock, but found nothing. It is reported that a party of prospectors who reached the headwaters of the Tanana by way of Forty Mile Creek found good pay on several small creeks, but these reports lack confirmation.

The Minook district shows very satisfactory developments as the result of last winter's work. Three or four steamboats, having several

hundred passengers aboard, were caught in the ice last fall in that vicinity, and a town known as Rampart City sprang up at the mouth of Minook Creek, about 50 miles above the Tanana. The town, which is well built, had a population during the winter of four or five hundred, many of whom thoroughly prospected quite a number of the principal creeks in the district. No ground of value has been opened up on Minook Creek. Little Minook, which enters Minook Creek about 8 miles from the Yukon, has proved to be the best creek in the district. There are about thirty claims on the creek, each 1,000 feet in length, and most of them paid wages. From No. 6 to No 10, inclusive, the claims are rich, so far as developed. No. 8 produced $30,000 from 45 feet of ground. This output was the result of five months' work by two men. Nos. 6 and 9 are also very rich. On Hunter Creek, 2 miles nearer the Yukon, coarse gold has been found all along the creek. Two men on No. 1, above Discovery, shoveled in for a short time from the rim rock, 10 feet above the bed of the creek, and averaged $20 each per day for the time employed. There is pay in the benches along Hunter Creek. Quail Creek, which is near the head of Hunter Creek, was discovered late in the season, and 15 or 20 men are working there. The ground is shallow, making good summer diggings. Prospects running from 25 to 40 cents to the pan have been found. On Julia, Leonora, Miller, Hoosier, Gold Pan, and Chapman creeks, all of which run into Minook parallel with Little Minook, coarse gold has been found. The claims have not been worked, but simply represented. About April 10, 1898, a discovery was made on the hillside above No. 9, on Little Minook, and within a few days $1.60 to the pan was obtained. There was immediately a stampede, and the hilltops between Little Minook and the Yukon were all staked. This formation is similar to that on the hills between Eldorado Creek and Skookum Gulch in the Klondike district. It is supposed to be an old river bed or glacier channel, and can be distinctly traced for miles by the bowlders and the gravel shown on the surface. With a crude rocker $67.50 was taken out in six hours, and the hillside claims have yielded nuggets weighing from $4 to $8 each. Work is being prosecuted there now. The claims are 1,000 by 660 feet. Surface water is utilized in the spring for washing up the dumps. Minook gold is coarse and very pure, the returns of the Seattle assay office showing that it mints $19.50 per ounce. The largest nugget taken out in the Minook district during the winter weighed $184. A great many nuggets were found, the owner of No. 8 on Little Minook having taken out $3,500 in nuggets weighing from $6 to $60 each. There are a great many creeks in the district which have not been staked or prospected. Several quartz locations have been recorded, but they have not been proved to be of value. The ore is refractory, selected specimens assaying as high as $200 per ton. There is plenty of wood on every creek for cabins and firewood, while there is an abundance of water and sufficient grade for sluicing. The

total output for the district for the season was between $100,000 and $120,000. On Russian Creek, which enters the Yukon about 4 miles below Rampart City, good prospects have been found, running from 15 to 30 cents to the pan.

As predicted in the former report, there was no serious shortage of supplies in Dawson during the winter, although many articles of luxury were exhausted long before the opening of the river. Condensed milk sold for $3 per can; tobacco, $5 to $10 per pound; coal oil, $40 per gallon, and whisky, $40 to $75 per gallon. A representative of the Alaska Commercial Company made the following statement:

Flour sold as high as $180 per sack of 50 pounds, a great deal being sold for from $50 to $150 per sack. A large number of men who had good outfits sold them and went out over the ice, and this greatly relieved the situation as to the food supply. We asked the miners to let us keep as much food as they could spare in order that we might help out others; so, from time to time, we had some supplies for cases where there was actual need. A man could buy from us a sack of flour for $6 and go outside and sell it for $150. There was the greatest inducement to rascality. The police could not arrest a man and confine him for the reason that they could not feed him at the barracks. They could not punish a man for stealing. Up to the time of the break up of the ice flour sold as high as $60 per sack, although it sold on the gulches in March as low as $30. During the winter moose meat was obtainable at $1 to $1.25 per pound. Beef lasted till spring, when some of it had to be thrown away; price, $1 per pound. Mutton lasted nearly all winter, and sold uniformly at $1 per pound. In my opinion the difficulties in regard to the food supply will be twenty times more serious this year than last, and unless immediate steps are taken to get the destitute people out of the country the Government will be obliged to issue rations to at least 10,000 people at Fort Yukon and St. Michaels during the coming winter.

Firewood cost $40 per cord during the winter as a rule, as high as $60 and $75 being paid in special cases.

Nails sold for $5 per pound.

Small boats began to arrive from the lakes during the second week in May, bringing down large quantities of fresh vegetables, eggs, and fruit, as well as many other articles of luxury.

Oranges and lemons sold as rapidly as they could be handed out for $1.50 apiece, while apples met a ready sale at $1 apiece. As late as June 12 oranges sold for 75 cents apiece, lemons and apples bringing 50 cents. On June 24 oranges cost 50 cents apiece and lemons $3 per dozen.

The first eggs brought down the river sold for $18 per dozen. Within a week they dropped to $10; on June 10 they were selling for $3, and on June 15 they could be bought for $1.50, but their quality was not guaranteed.

Oysters, on the opening of navigation, sold for $20 per can, and on June 25 cost $10.

Canned roast beef sold at $1.40 per pound; moose meat, $1.75 per

pound; ham, $1.75 per pound; fresh sausage, $1.25 per pound; fresh fish, $1.25 per pound; sugar, $1 per pound; condensed milk, $1.50 per can; salt, 50 cents per pound; lobster (one-half pound can), $3; fresh onions, $1.50 per pound; potatoes, $1 per pound; canned butter (2½ pounds), $10; canned tomatoes, $3.

As late as June 25 tobacco was selling at retail for from $5 to $7.50 per pound; cigars, $25 per 100, and cigarettes, 50 cents per package.

On the above date flour sold on the river bank for from $3 to $6 a sack; bacon, 25 to 40 cents per pound; granulated potatoes, 35 to 50 cents per pound; butter, $1 per pound. These abnormally low prices were due to the fact that the sellers had become disgusted with the situation and were anxious to leave the country.

During the latter part of the winter there was a whisky famine, what little stock there was being in the hands of a few saloon keepers, who charged $1 per drink. The first liquor to reach Dawson from upriver was 100 gallons of brandy, which sold for $75 per gallon. A favored individual, who had a permit for the entry of 2,000 gallons of whisky, arrived in Dawson early in May, and within an hour sold his cargo in bulk for $45 per gallon. He subsequently assured his friends that after paying all fees and legitimate expenses he had cleared by his venture the sum of $60,000. This supply was consumed within a few days. On June 8 the steamer *May West* arrived from below with 16 barrels of whisky, which was retailed by several saloons at $1 per drink. The steamer *Weare*, which arrived on June 11, brought up from Fort Yukon 47 barrels of whisky and high wines and several tons of case liquors. The whisky was immediately distributed among the numerous saloon keepers, in accordance with orders placed by them, and within a few hours a score of saloons were running in full blast and selling whisky at the old price of 50 cents a drink. The price charged for the liquor by the commercial company was $25 per gallon. One saloon keeper, whose allotment was 5 barrels, turned his purchase over to another dealer for $37.50 per gallon, stating, as he received payment, that while he was grateful to the company for its kindness in selling him such a liberal supply, his duty to his customers required him to make the sacrifice, he having provided his bar from other sources with a better grade of whisky.

Large profits were made in clothing and all lines of furnishing goods brought down the river. Ordinary sack suits, which sell in the States for from $10 to $20, brought from $50 to $80 in Dawson; hats, which sell outside for $1.50 at retail, sold for $7; cowboy hats, costing $3 at retail in the States, sold for $10; shirts, which could be purchased outside for 75 cents, were disposed of readily for $6; and $3 shoes sold for $15. Two men, who brought in a selected stock of merchandise weighing about 10 tons, sold their cargo in bulk to local dealers for $65,000, making a profit on the transaction of $48,000.

Notwithstanding the immense profits, amounting in many cases to

respectable fortunes, made by the more fortunate speculators, a very large proportion of those engaged in the enterprises enumerated above made but little, if any, profit, while many met with actual loss owing to the fact that the market was greatly overstocked with the lines of goods they brought in. Moreover, a number of boats loaded with merchandise were wrecked in Thirty-Mile River and at the rapids, and the owners suffered a total loss of their cargoes. So the statement made in the former report still holds good, that while this field of enterprise yields enormous returns in case of success, the difficulties and risks are so great that conservative men who know the conditions are loath to enter it.

One restaurant kept open almost continuously during the winter, with the following bill of fare tacked on the wall: "Bowl of soup, $1; mush and milk, $1.25; dish of canned corn, $1.25; dish of canned tomatoes, $2; stewed fruit, $1.25; slice of pie, 75 cents; doughnuts, pie, or sandwich, with coffee or tea, $1.25; beans, coffee, and bread, $2; plain steak, $3.50; porterhouse steak, $5." After small boats began to arrive in May restaurants were opened on every hand, and on June 20 seventeen were running in Dawson, the charge for a regular meal being $2.50. Meals consisted of bread and butter, coffee, soup, fish, a small moose steak or stew, a potato, eggs, and pudding or pie. A porterhouse steak ordered by the card cost $5; poached eggs on toast, $2; hot cakes and maple sirup, $1. A leading restaurant, having a seating capacity of thirty-two, employed three cooks, one of whom received $100 per week, and the others $1 per hour. Four waiters (two men and two women) were employed on the day shift and two on the night shift—wages of the men, $50 per week, the women receiving $100 per month. Dishwashers and yard men received $5 per day. All employees were boarded by the restaurant, but were required to lodge themselves. The rental of the building, which is a canvas structure 20 by 40 feet in size, was $900 per month.

The wine card of a leading restaurant for June 20 read as follows: "Champagne, $20 per pint, $40 per quart; sherry $15 per pint, $25 per quart; claret, $15 per pint, $25 per quart; ale, $5 per bottle; half-and-half, $5 per bottle; mineral water, $3 per bottle." Notwithstanding the high figures appearing on a Dawson wine card, it is quite as frequently consulted as the more elaborate wine card of a first-class restaurant in our large cities.

Lodging in bunk rooms, containing from 12 to 24 bunks, costs $1.50 per night. A single room costs from $3 to $8 per night. In order to secure a night's lodging it is necessary to make application forty-eight hours in advance, and the application must be accompanied by the cash.

The leading gambling house and dance hall employs three bartenders, two weighers, a bookkeeper, and a porter. Bartenders receive $15 per day; the bookkeeper, $17.50; weighers, $15; and the porter, $10. In the

gambling department, one man at the crap game, one man at the roulette wheel, four faro dealers, one weigher, and two stud-poker dealers receive $20 a day each. In the dance hall twelve women are employed at $50 per week and 25 per cent commission on all drinks and cigars sold through their blandishments. Three musicians receive $17.50 per day each. The establishment pays $10 a barrel for water, using two barrels a day.

The proprietor of the leading saloon states that his receipts for the first three days after his "grand opening" in March amounted to $15,000, and the average daily bar receipts from April 1 to June 20 were over $2,000.

The Pavilion (a variety theater and dance hall) opened about the middle of June, and the bar receipts the first night were $12,200. The theater had three actors and six actresses under engagement, at $150 each per week. Eight girls are employed in the dance hall, their compensation being 25 per cent commission on drinks and cigars consumed by their partners. As champagne sells in this establishment for $40 a pint, and is frequently called for, their earnings are large, even measured by Klondike standards, one girl stating that her commissions for the first week amounted to $750.

The one tinsmith in Dawson did a large business during the winter, principally in the manufacture of stoves, over 600 having been made, ranging in price from $40 to $75. Quite a number of ranges were made; a range constructed of No. 16 iron, 5 by 3 feet, costing $300, and a pastry oven with a capacity of 72 loaves costing $560. This establishment sells a Yale night-lock for $6 and a pair of door butts for $16. From five to ten workmen were constantly employed during the winter, at $1.50 per hour. The charge for outside work has been increased from $2 to $3 per hour.

The principal firm of contractors and builders on June 20 had twelve men employed in the shop on various kinds of woodwork, at wages ranging from $10 to $17 per day. Skilled woodworkers receive $17, carpenters $15, and laborers $10 per day, ten hours constituting a day's work. The charge for outside work is $20 per day. This firm charges $250 for a poling boat 24 by 4 feet in size.

Three tailor shops were running full of orders June 20. They charge $135 for a sack suit and $150 for a dress suit, and pay their workmen $1.50 per hour.

On the same date four barber shops were in operation, employing from two to five barbers each. The prices are as follows: Shaving, $1; hair cutting, $1.50; shampooing, $1.50; baths, $2.50. A barber receives 65 per cent of the receipts of his chair, making from $15 to $40 per day.

The four laundries in operation charge 50 cents each for washing undershirts, 75 cents for overshirts, and $1.50 for white shirts, and pay their help $1 per hour.

Three sawmills, running day and night at their full capacity, produce

about 800 feet per hour each. Rough lumber now costs $150 per thousand, as against $140 last year, a like increase having been made in the price of other grades of product. The increase in price was caused by the scarcity of logs. Wages remain the same as last year. A sawmill has been erected on Bonanza and another at the mouth of Bear Creek.

Three or four typewriter operators keep fairly busy, charging 50 cents per folio and 25 cents for duplicates.

During the winter newspapers brought in over the trail found a ready sale at $2 apiece. On June 13 a news stand displayed for sale newspapers and periodicals as follows: New York Journal and World, April 13; San Francisco Call, May 6; Seattle Post-Intelligencer, May 8; Puck, April 6: Judge, April 9; Harper's Weekly and Leslie's Weekly, April 7; Scribner's and Cosmopolitan for April. The price of the magazines, Puck and Judge, and the Journal and World was $1 each, while the weeklies and other papers sold for 75 cents each.

Large sums of money were made by packers at Dawson during the winter. Twelve head of horses wintered there and were used successfully in sledding supplies to the mines. One packer who worked five horses states that he cleared $25,000 as the result of his winter's work, although he had to pay as high as $1 per pound for feed and $1,200 per ton for hay. This is in marked contrast with the experience of the unfortunate packer whose disastrous journey to Circle City last fall was described in the former report, and it may be interesting to state here that the three horses constituting the remnant of his pack-train returned to Dawson in March, making the trip over the ice in nineteen days and drawing 950 pounds each on sleds. On June 25 they were in excellent condition, and had been for some weeks earning $200 a day for their owner.

Just before the breaking up of the ice on the Klondike the rates for freighting reached the highest point ever paid on the Yukon, as high as $600 per thousand feet being charged for hauling lumber to 36 Eldorado, 17 miles from Dawson. On June 20 the rates for packing to The Forks (13 miles) was 40 cents per pound, 10 cents greater than last year, while packers receive the same wages, $250 to $300 per month and board. Feed is scarcer than last year, oats costing from 30 to 50 cents per pound. Hay is shipped from Seattle, and has sold this summer as low as $250 per ton, the prevailing price being $350 per ton.

During the spring a great many horses and mules were brought down the river in scows, and on June 25 there were between 200 and 300 head in the district, nearly all being used in packing to the mines and in prospecting. Prices ranged from $250 to $750 per head. At the above date there were ten 2-horse teams at work in Dawson, hauling lumber, etc., the charge for services being $10 per hour, and all the teams were working ten or twelve hours a day. Drivers received $300 per month and board.

Considerable attention is being paid to vegetable gardening in the

vicinity of Dawson. One man has 7 acres planted in potatoes, rutabagas, cabbage, lettuce, and radishes. He had three men employed in June at $1.50 per hour each, and stated that he expected to make a small fortune from his garden this season.

On June 11 the Yukon Midnight Sun, the first newspaper printed in Dawson, made its appearance. It is a three-column, eight-page sheet, published weekly at $15 per year; single copy, 50 cents. On the 16th the first number of the Klondike Nugget was issued. It is a four-column folio, issued weekly, the subscription price being $16 per year; single copy, 50 cents. Each office employs two printers, their wages being $1.50 per hour or $2 per thousand ems. Up to the 20th of June between twenty-five and thirty printers had applied at the two offices for employment. The job-printing department of each office was full of orders, the charge for letter heads, billheads, and business cards being $35 per 1,000, and for sixteenth-sheet posters, $25 per 100. On June 25 four or five men were on the ground who announced that they had printing plants on the way, and it is probable that before the close of the summer there will be six or seven printing offices running in Dawson.

Building operations in Dawson were quite active during the spring, and on June 25 the front street, which in October last contained but a score of scattered buildings, presented for four or five blocks a solid line of substantial structures, quite a number of which cost from $20,000 to $30,000 each, while between two and three hundred residences had been built on the hills overlooking the town. Dressed lumber is very largely taking the place of logs in the construction of buildings.

There was great activity in the Dawson real-estate market all winter, prices steadily advancing. Property on the front street, centrally located, increased in value from $500 to $1,000 per front foot within two months during the latter part of the winter, and many sales were made. Residence lots near the hospital, at the lower end of town, were worth from $250 to $2,000, the latter price having been paid for lots on high ground near the springs. The size of residence lots in this section is 50 by 60 feet. Lots on back streets, in the flat, sell for from $100 to $1,000, according to location. The prices of business property on back streets fluctuated greatly. A lot 50 by 100 feet on Second avenue (the second street from the river), which sold in May for $10,000, could have been purchased on June 25 for $5,000. This sudden depreciation in values is attributed by property owners to the action of the Canadian authorities in leasing the river front to a syndicate for building purposes. A strip of land on the river bank, 1,050 feet in length and varying in width from 50 feet down to a point, has been appropriated as a Government reservation and leased for $30,000 per year. The lessees charge a ground rent of $8, $10, and $12 per front foot per month, the rental varying according to the depth of the lot. This

entire tract has been solidly built up, being occupied by restaurants, small stores, laundries, etc., and yields to the lessees a gross income of about $10,000 per month.

The Alaska Commercial Company and the North American Transportation and Trading Company, working in harmony, on June 1 adopted a new scale of prices for Dawson. The price of flour was advanced from $12 to $16 per hundred pounds; bacon, from 40 to 50 cents per pound; ham, from 45 to 60 cents; coffee, from 50 to 75 cents; canned corned beef, tongue, etc., from 50 to 75 cents per can; canned sausage, from 75 cents to $1, and other food supplies in like proportion. The price of shovels and axes was increased from $3 to $4; nails, from 20 to 25 cents per pound; coal oil, from $6 to $8 per 5-gallon can; candles, from $6 to $8 per box; gum boots, from $12 to $20 per pair; whisky, from $17 to $25 per gallon. The average increase on staples is 33⅓ per cent, and on luxuries, 50 per cent. With but slight modifications, these prices have been adopted by both companies at all points on the river. The representative of the Alaska Commercial Company at Dawson states that the advance in prices will not seriously affect the working miner, as he will be given the advantage over the ordinary purchaser of a discount on his year's outfit which will make its cost but little more than under the old scale of prices.

Early in June the Canadian Bank of Commerce and the Bank of British North America established branches in Dawson, which are now actively engaged in a general banking business. The banks are putting large amounts of bank notes in circulation through the purchase of gold dust and in the ordinary course of business. During the first eight days after it opened its doors the Canadian Bank of Commerce purchased $1,500,000 worth of gold dust. Dust is accepted at $14 per ounce, the depositor receiving the balance, less deductions, after assay. The charge for exchange is 1 per cent. The new system is a great relief and accommodation to the public, as the cost of exchange previous to the establishment of the banks ranged from $75 to $100 per $1,000. Gold dust is still the circulating medium in general use, and there is much complaint of unfairness in weighing, many of the smaller dealers using heavy weights, which give them an advantage over the purchaser of from 10 to 20 per cent; but this condition will soon be a thing of the past.

The North American Transportation and Trading Company accepts gold for shipment to Seattle at 2½ per cent per $1,000 for expressage and 2½ per cent per $1,000 for insurance. The Alaska Commercial Company accepts gold for shipment only as far as St. Michaels, charging 2 per cent for expressage and insurance to that point. Since the establishment of the banks neither company issues drafts.

Complaint is heard on all sides at Dawson in regard to the mining regulations in force in the district. At different times during the past year four sets of regulations have been in force, all radically differing,

especially as to the size of claims, and as a consequence the records are badly confused, rendering it necessary to suspend locations on some creeks. The fault does not seem to lie with the gold commissioner, who is a conscientious officer and has made every effort to accommodate the public, but is attributable to the fact that the regulations are formulated in Ottawa by officials who are ignorant of local conditions, the gold commissioner having no discretion in their enforcement. The principal complaint is directed against the royalty of 10 per cent charged on the output of the mines, and many mine owners have announced that they will simply represent their properties during the coming winter or until such time as the royalty shall be declared off or modified. They feel that the royalty is a discrimination against the producer, the speculator who purchases a claim for the purpose of reselling it escaping taxation.

Under the regulations in force June 25 creek claims are limited to 250 feet along the general course of the stream. The discoverer is allowed to locate 500 feet. "Every alternate ten claims shall be reserved for the Government of Canada—that is to say, when a claim is located, the discoverer's and nine additional claims adjoining each other and numbered consecutively will be open for registration. Then the next ten claims, of 250 feet each, will be reserved for the Government, and so on."

A royalty of 10 per cent on the gold mined is levied and collected on the gross output of each claim, the sum of $2,500 being deducted from the gross annual output of a claim when estimating the amount upon which royalty is to be calculated.

The gold commissioner's fees are as follows: Miner's license, $10; location notice, $15; transfer, $2; mortgage, $2; partnership agreement, $5.

The duties of the mine inspectors are to exercise a general supervision of locations, to see that the law in regard to representation is obeyed, and to collect royalty. When a discovery is made on a new creek, the locator is required to report to an inspector, who visits the creek, if easily accessible, to ascertain whether gold has been discovered. If the creek is at a great distance, the inspector takes the affidavits of the locator and others as to the fact of discovery.

Up to June 23 over 3,000 free miner's licenses had been issued, and at that date they were being issued at the rate of forty per day. A miner's license gives the holder the privilege of cutting timber for his own use, for mining purposes, the building of boats, the construction of cabins, etc. Timber berths are granted to manufacturers of lumber. These are disposed of at Ottawa, through the department of the interior. A bonus of not less than $250 per square mile is charged, and a stumpage of $2 per 1,000 feet is collected. Berths shall not be less than 1 mile in breadth and shall not exceed 5 square miles in extent. Not more than five berths of 5 square miles each shall be

issued to any one person in the provisional district of the Yukon. The yearly license is renewable. The holder has the right to all timber for firewood or any other purpose. All timber within 3 miles of Dawson has been reserved for the use of people who desire to cut their own wood, those without a miner's license being charged a stumpage of 25 cents per cord. All of the accessible timber lands along the Lewes and Yukon rivers, from the head of Lake Lindeman to the boundary line, below Forty Mile, have been taken up by sawmill owners and speculators.

A charge of 50 cents per ton is made for the privilege of cutting hay.

While, as stated, there is much ill-feeling in regard to the mining regulations in force in the district, the administration of the civil and criminal laws gives general satisfaction. Hon. Thomas H. McGuire, the justice for the Yukon district, prepared the following statement relative to the local government and the functions of his court:

The Canadian Government has been very anxious, from the beginning of gold mining in their territory along the Yukon, to provide for the security of life and property and the preservation of peace and order. At first the population was sparse and scattered, and it was thought that the presence of a police force and officers having magisterial functions would be sufficient, until it could be seen to what extent gold might be found and whether any considerable influx of miners would take place. In the Northwest Territories there had been for many years a quasi-military force, known as the Northwest mounted police, composed of picked men, the commissioned officers being chosen with special reference to their fitness for the mixed military and police duty to be performed by the force. From this police force the Government, in 1895, selected an experienced and tried officer, Inspector Charles Constantine, who in 1894 had been sent out to the Yukon and had made a report on the state of things in the district, and sent him in command of twenty men to establish a police post at Forty Mile, which was then the center of the Canadian mining territory. Captain Constantine and Inspector Strickland and these twenty men came to Forty Mile and built a post now known as Fort Constantine. Both officers had magisterial powers, which in Canada are limited to dealing with criminal matters. As to some offenses, they had jurisdiction to try and punish; as to more serious cases, they could hold a preliminary inquiry, and if they deemed the evidence sufficient, commit the accused for trial by a competent court. They had no civil jurisdiction except in case of disputes between masters and servants, as to their hiring, or wages, or desertion of employment.

During 1895 and 1896 the police not only dealt with the various offenses brought before them, but from the necessity of the case and the absence of a civil court, frequently dealt with matters belonging more properly to a civil court. These were chiefly disputes over the possession of chattel property, or as to the equitable division of partnership effects, such as food and boats, for persons who had agreed to prospect and mine in partnership very often fell out on the way and decided to separate. In these cases the officers when appealed to would endeavor to act as arbitrators between the angry disputants, and generally succeeded in effecting a fairly satisfactory arrangement. These rather informal proceedings had some advantages not possessed by proceedings in an ordinary court; they cost the parties

nothing, and were prompt and without delay. This mode of dealing with both crimes and disputes seems to have given very general satisfaction, for Captain Constantine was a fair and just man and his decisions were generally accepted as impartial. When, however, the discovery of the rich finds on Bonanza and Eldorado set the world on fire and caused such an extraordinary rush of prospectors and miners to the Klondike, it became necessary that a regular court of civil and criminal jurisdiction should be established. Such a court already existed in the eastern portion of the territories, having jurisdiction generally throughout the province, but so far no judge had been assigned to reside and administer justice in the Yukon region. The Government accordingly selected from among the judges of that court Mr. Justice McGuire, with instructions to establish a court at Dawson. A clerk of the court, a sheriff, and a crown prosecutor were appointed, and a new district entitled the judicial district of Yukon created. The new court officials arrived in Dawson in February, 1898, and at once addressed themselves to the organization of court work, first dealing with certain prisoners committed to jail awaiting trial. By the Northwest Territories act certain offenses, such as assaults, including aggravated cases, stealing of property not exceeding $200 in value, and a few others, can be tried by the judge alone without a jury. As to all other crimes, with the consent of the prisoner, they can be heard and disposed of by the judge alone, but the prisoner is entitled in these cases to a trial by jury. The jury panel is composed of persons chosen by the judge, from whom six are balloted, the prisoner having the usual rights of challenge peremptory and for cause. So far no prisoner has asked for a jury, preferring to leave his case to the adjudication of the judge alone. This practice permits of prompt disposal of offenders. There are no regular fixed times for the sitting of the court; it in fact sits every day but Sunday, and whenever the prosecution and defense are ready the trial takes place. In case of nonagreement as to a date, this is fixed by the judge after hearing counsel for the prisoner.

The procedure in civil cases is very simple, being based on and adapted from the judicature act in England. A writ of summons, with a statement of claim in ordinary language, is served on defendant, who has ten days within which to file an appearance and six days further to put in his defense, which is a simple statement in unambiguous terms, of the facts or law relied upon. After the close of the pleadings, on application by the plaintiff and on notice to the defendant, a day for trial is fixed by the judge. In all civil actions where the claim is ex contractu and does not exceed $1,000, and in actions in tort not exceeding $500, the parties are not entitled to a jury; in all other cases either party may demand a jury of six, selected as in criminal cases. No regular times for the sittings of court to try causes generally are fixed, but each case is tried as soon as the parties are or ought to be ready.

The sheriff is at present Superintendent Constantine, the officer in command of the police. The police are employed in executing warrants and summoning witnesses in criminal causes, and generally in carrying into effect the decisions of the court.

Owing to the nature of mining business, the large interests involved, and the frequent necessity for immediate action, a liberal use is made of the procedure by way of injunction, with or without the appointment of a receiver. Where the circumstances warrant it, the summons to the other side to show cause why an injunction should not issue

contains an interim injunction until the return day of the summons, usually the second or third day after service.

The population and conditions in Alaska are very similar to those in Yukon, and a similar mode of administering civil and criminal law there would be as suitable as it has been on this side of the boundary line. A military officer or officers, selected with regard to his or their coolness and judicial cast of mind, and supported by a sufficient force of men, would very satisfactorily enforce law and order in the sparsely settled portions or in the smaller mining camps. When the growth of population has sufficiently increased a court of general civil and criminal jurisdiction, sitting at some central point, would be required.

It has been impossible to secure satisfactory data relative to the output of gold for the Klondike district. Many of the miners refuse to give any information whatever as to the yield of their mines, referring inquirers to the office of the gold commissioner, where it was learned that up to June 24 nearly $500,000 had been collected in royalties, indicating a gross output thus accounted for of nearly $5,000,000. At that date the clean ups were practically completed, the officials stating that they would probably collect royalty on $2,000,000 more during the summer. There has, without doubt, been considerable evasion of the royalty, and it is probable that for this reason $500,000 will be unaccounted for, while the claims and lays which have produced $2,500 or less, and which are therefore exempt from taxation, have probably produced $1,000,000. The bankers and the agents of the commercial companies, who have the best means of knowing the facts, practically agree in placing the output for the season at $9,000,000, and they divide this aggregate among the creeks as follows: Eldorado, $4,000,000; Bonanza, $3,000,000; Hunker and Bear, $1,000,000; Dominion, Sulphur, and all other creeks, $1,000,000. (*a*) Many enthusiastic writers in newspapers and company prospectuses have placed the probable yield of the Klondike mines for the season at from $20,000,000 to $30,000,000, but no intelligent man on the ground who is acquainted with conditions has placed the figure above $12,000,000. The mint returns and statements of private purchasers show that about $2,750,000 in gold dust was received from the Yukon up to August 1, less than $300,000 of this amount coming from points on the river below the Klondike, and it is estimated by the mint officials that $4,000,000 more will be received by the close of navigation. This would leave in the Klondike district fully $3,000,000 of the past season's product, in addition to the $1,500,000 or $2,000,000 held over from last year. It is probable that a much larger amount than that estimated by the mint officials will be brought out, but it is safe to say that at least $3,000,000 in gold dust will be retained in the district as a circulating medium

a The mint returns and reports from private melters and refiners show that on November 1 the total receipts of gold from the Yukon since July 1 had amounted to $10,055,270. These figures indicate that the estimate given in the text is probably $2,000,000 below the actual output.

and for investment in mining properties and business enterprises. The fact that money commands from 5 to 10 per cent interest per month will have an important effect in keeping gold dust in the country. The returns from the Seattle assay office show that Eldorado gold mints from $14.70 to $15.60 per ounce and Bonanza from $15.60 to $17 per ounce.

While the output as here stated must prove disappointing to many people on the outside who have invested in Klondike properties, and who have been led by alluring prospectuses to believe that it would be three or four times as great as it really was, the production is remarkable when the adverse conditions are considered. Owing to the scarcity of provisions, many men who were anxious to work were unable to do so, and it is probable that at no one time during the season were there more than 2,000 men at work, while less than 1,000 made full time for the working period of about six months. This would indicate a production of over $9,000 to the man—a most extraordinary yield, and one which was probably never equaled in any other placer mining district in the world.

There have been no new developments during the winter in the vicinity of Dawson worthy of special mention, except on Dominion and Sulphur creeks and in the bench claims at the mouth of French Gulch. A great many stampedes occurred, and up to June 23 the number of recorded claims in the district had increased to nearly 9,000, as against 1,000 October 1, 1897. A large number of bench claims were located, there being on June 23, approximately, 300 such claims on Eldorado, 300 on Bonanza, 50 on French Gulch, 30 from Little Skookum over to Eldorado, and 15 on Sulphur Creek. As the result of inquiry among intelligent operators and conservative mining experts, it is possible to make a detailed statement relative to the season's developments and the character of the various creeks:

Eldorado forks at claim No. 47, where Chief Gulch comes in from the southeast. Good prospects have been found above the forks, but no mines have been proved. From 38 to 47 little has been done, but that portion of the creek may be as good as the rest. All below 38 is known to be good. In one respect Eldorado is better than any creek ever worked in the district, or in any other part of the world; that is, all the claims from the mouth up to 38 that have been prospected at all have proved to be very rich, and uniformly rich. There is not a claim in the 4 miles that is not worth $200,000, and few of them are worth as little as that, some being worth a great deal more.

On Bonanza the last winter's work was done largely by layholders. The fact that the owners gave their claims out on lays is a pretty good indication that they had not proved the value of their claims or they would not have given a lease at 50 per cent. Many layholders complain that they made only wages or but little more, and in some cases less. This is particularly true of Bonanza below Discovery,

where many lays were abandoned during the winter; yet on a number of claims a long distance down Bonanza, as far as 60 below Discovery, it is claimed that very good pay was taken out. Some of these representations may be caused by a desire to boom values; but in other cases it is pretty certain that very good claims have been proved. The best claims on lower Bonanza are not, at best, one-half as rich as the ordinary claims on Eldorado. On upper Bonanza, in the 20's and 30's, very rich pay has been found—in many cases nearly, if not quite, as good as in some of the Eldorado claims. From a little below Discovery to about 40 above Discovery on Bonanza a large proportion of the claims have been proved to be rich. This is about the same number of claims that have been proved on Eldorado up to Chief Gulch. Bonanza is much wider than Eldorado, and consequently has not been as thoroughly prospected as the latter, and as far as known the profits of working would not be much more than one-third as much as the profits of Eldorado claims. Bonanza is more spotted than Eldorado, where the pay is confined in a narrow channel.

Hunker Creek is much like Bonanza so far as the developments show, being spotted. From Discovery down to about 40 below nearly all the claims that have been exploited to any extent have proved to be as rich as, if not richer than, the average good claims on Bonanza from Discovery up. Below 40 to the mouth and above Discovery very little work has been done. Lower Hunker is very wide, and offers good opportunities for hydraulic mining, if feasible methods of hydraulic mining can be brought into use.

Bear Creek, from 19 above to 19 below Discovery, has six or eight claims that have been worked and have turned out very well, comparing favorably with good Hunker and Bonanza claims, but nothing like as rich as Eldorado claims. The remainder of Bear Creek has not been prospected.

Gold Bottom Creek has one or two good claims, and others are likely to be found.

All Gold Creek is proving better than was generally expected last year.

Monte Cristo, Fox, Examiner, Mosquito, Klondike Bar, Alki, O'Neil's, Lindow, Leotta, Lucky, Independence, Victoria, Quigley, Nugget, Magnet, Adams, Hester, French, Montana, and Gauvin creeks have all been located their full length, and there has been considerable speculation in the properties on those creeks during the past winter; but no reports of rich discoveries on them have been received in Dawson, and if any rich prospects had been found they would have been reported. It is safe to say, therefore, that while the creeks may turn out well, they have not been proved as yet. The fact that they have not been proved is no indication that there may not be rich claims on them. So far, on none of the creeks, except the four or five rich ones, have any claims been proved of value except very near the mouth of a

few of them; for example, the first two claims on Skookum, a branch of Bonanza, have been proved to be quite rich. So it is with a number of other of these creeks; but farther up, while good prospects have been found in a number of cases, no claims to compare with even the good, average Bonanza claims have been proved. People have taken claims on these tributaries or "pups" to the States for the purpose of selling them, representing that they are as valuable as claims on the main creek. So far as known, none of these claims on pups, except at or near the mouth, have been proved to be of value. It would be unwise for anyone outside to buy claims on any of these creeks except upon the reports of experts after examination.

Along the hillsides from No 6 Eldorado, across a low divide into Skookum, across Skookum and Little Skookum, but lower down on Little Skookum, and down into Bonanza, are some extraordinarily rich bench claims. In most cases the pay lies within three or four feet of the surface. The nuggets found here are unworn, showing they have moved but a short distance; in fact, they are less worn than the nuggets found in Eldorado and Bonanza. Many of the shafts sunk in this territory have uncovered very little pay, and the total number of claims that pay well is very small compared with the total number located; but further prospecting may and very probably will develop a great many more claims that will pay very well, even under present methods of working. At any rate, enough has been shown by the shafts sunk where the poorest pay has been found to indicate that in time, with cheaper methods of working the hillsides, hundreds of acres will pay enormous profits. Some modification of the California method of hydraulic mining can probably be introduced here.

On the hillside below the junction of French Gulch and Eldorado six or eight very rich claims have been worked during the past few months. These claims were discovered about the 1st of March. They are nearly all on the rim; that is, where the gravel is thin. Some deep shafts have been sunk farther back, and many shafts have been sunk all the way to bed rock for half a mile or so below French Gulch without finding as rich pay as they have been looking for. They have always found gold, however. The shafts have all shown that there are splendid opportunities for the introduction of cheaper methods.

On Bonanza, at three or four points just below the junction of pups, are other bench claims, not as rich as those of French Gulch or Skookum, but still rich enough to pay for rocking. So far, in nearly every case, the rich bench claims that have been found are near the rim of the bed rock as it begins to slope from the deep overcovering of gravel and other covering at the beginning of the steep declivity, and are just below the junction of a small creek with a big, rich creek. Many of these bench claims are as much as 300 feet in elevation above the bottom of the main creek, on the brow of the hill.

The following statement relative to the bench claims in the Klondike district was furnished by a surveyor of the Dominion Government who has given much attention to the subject:

The bench claims of the Klondike district have probably been more of a surprise to the average miner than the creek claims of Eldorado and Bonanza. During the early summer of 1897 a certain amount of excitement was created among the newcomers by the discovery and successful working of isolated spots on Bonanza that could hardly be termed true benches, but that were more of the nature of hillside claims. Then came the location of benches on Eldorado, on muck banks and slides which covered the creek-claim pay, under a law that provided that the creek-claim extended only from base to base of the hill, without regard to the lay of the bed rock. It was not until a prospector in September, 1897, struck his pick into the hillside adjoining the mouth of Skookum Gulch that the true richness and nature of the bench claims of the Klondike were demonstrated. Although the surface of this man's ground was a steep hillside, he had struck the lip of a terrace of bed rock, and on tunneling into the hill he found that the bed rock was level with a large mass of gravel overlying it. His first "color" was a $20 nugget, and he is said to have taken out $1,100 in one day with the aid of a rocker. Numerous claims were immediately located in the vicinity, but as none of them were worked for some time the strike gradually came to be looked upon as a pocket. Later in the season, however, a hole was sunk farther up the hill from the original discovery, and another on the Eldorado side of the hill, and good pay was struck on a higher terrace than that on which the original discovery was made. The usual excitement followed, and miners began to prospect in earnest. Little Skookum benches were the next ones struck, and then came the discovery of the extraordinarily rich French Gulch benches and the Adams Gulch benches. All these strikes were at a vastly higher level than anyone had expected to find gold, and from the character of these bench diggings people have been led to discard the pocket theory in favor of others that agree more closely with the conditions under which the pay has been found. Taking all the conditions into consideration, it seems reasonable to suppose that the gold was originally deposited at a much higher level than that of the present creek beds, and that the creeks have gradually eroded the bed rock and crosscut or sluiced down the pay to its present level in the gulches. Whether similar benches will be struck in the Indian River district remains to be demonstrated. Reports have reached Dawson of strikes in that district, but the formation of the country there does not encourage the belief that anything similar to Eldorado and Bonanza benches will be found in that district.

The hills on either side of the gulches have a gradual slope from the summits to the creek beds, and as far as a superficial examination of the ground can determine there is no sign of any terrace formation similar to that on Eldorado and Bonanza; but the face of the country is so covered with rock slides, muck, and débris of every description that a superficial survey of the ground is inadequate to give any idea of the lay of the bed rock, the great determining factor in runs of gold. The theory most favorably received as to the original factor in the deposit of gold is that it is due to glacial action, the character of the gravel on the hills confirming that theory, it appearing to have much more of a glacial than of a river origin. The probability is that bench diggings will continue to be found for the next ten years, and each new

strike is liable to be more of a surprise than the last one, and eventually for hydraulic companies the hills may prove to be a vastly better working proposition than the gulches, owing to the latter having so little grade that it is difficult to obtain fall enough for dump. Once the water can be brought on to the benches from the creeks (and this can not be until the latter are worked out), an enormous amount of gold will be taken from the hillsides, and the world will probably be more surprised than ever at the wealth of the Klondike.

On the Indian River side two creeks have so far proved of value, Dominion and Sulphur, which head very close together near one of the domes, then spread, and finally join before entering Indian River, about 25 miles below. Dominion has been proved, as far as indications go, to be as rich as Bonanza, and probably richer, from a little below Upper Discovery (so called) to some distance below Lower Discovery. Altogether 326 claims have been located on Dominion, or about 30 miles. From some little distance below Lower Discovery Dominion has not been prospected, yet it has been boomed for the whole distance. Between the two Discoveries and for some distance on either side (about 4 miles) exceedingly good prospects have been found, and claims range in value at about $50,000, as against $25,000 in February. Some claims have been proved to be worth more than the prices offered. Two claims above Upper Discovery were recently purchased by one of the most conservative operators in the district for $40,000 each. It may be said that so far as proved Dominion shows up better than did Bonanza a year ago.

On Sulphur, from about 40 above to 32 below Discovery (nearly 7 miles), hardly a shaft has been sunk that has not shown very good pay, and claims in this territory are held at from $20,000 to $40,000, sales having recently been made on this basis. A claim just below Discovery which was offered for $6,000 in April could not be bought in June for $30,000. The creek is narrow and the pay somewhat confined, and it can be easily worked. It is about the same as the other creeks in depth. Owners on Sulphur and upper Dominion who are not in need of money are holding their properties, believing they will turn out as rich as claims on Eldorado.

Eureka Creek comes into Indian River from the other side. While some prospecting has been done, no sensational reports have reached Dawson, and although claims are held at good prices the developments have caused no boom.

Quartz Creek, which also runs into Indian River, has never been prospected to any extent. It is a large creek and may turn out well, but so far no pay has been found.

Cariboo, Calder, and Ophir lie in the same neighborhood, but have not been prospected to any extent, and no rich pay has been found on them.

Gold Run, a branch of Dominion, lately reports good prospects, and is so situated that it is believed that good pay certainly will be found

in it. It heads in the divide between Sulphur and Dominion and runs into Dominion.

All other creeks in the Indian River district have been fully located, but so far, except in some cases on claims near the junction of the main stream, show no indications of rich claims. They may be rich, but they have not been prospected.

Of the creeks flowing into the Yukon immediately below Dawson, Moosehide is the most favorably situated, being but 3 miles from town. Good enough pay has been found in the gravel to warrant the belief that the creek can be worked profitably under some modification of existing hydraulic methods. Colorado and Deadwood have simply been stampeded and located, no prospecting having as yet been done.

On all of the streams in the Henderson Creek district considerable energy has been expended in locating, but very little in prospecting. While there may be rich pay on Henderson Creek and some other streams in the district, so far nothing but good, ordinary wages diggings have been found.

Most of the creeks entering the Yukon above Dawson are remembered only by the people who stampeded them. Very little work has been done on any of them, and no good prospects are reported. There may be rich pay in all of them, but no work has been done to prove whether they are valuable or not.

During the winter two men who had been cutting wood on the island just below the mouth of Enslay Creek, 10 miles above Dawson, sunk a shaft to bed rock and found pay. They went through 12 feet of muck and 25 feet of gravel—round, washed gravel deposited by the Yukon. Rich pay was found in the seams of the bed rock. They found small pay, consisting of fine gold, in the gravel, but irregularly distributed. Bed rock was reached just before warm weather set in, and little drifting could be done on account of the inflow of water; consequently it was not proved whether pay was continuous or only spotted. As high as $8 was found in a single pan, the dirt being taken from a bed-rock seam. The island was given the name of Monte Cristo. Considerable excitement was caused by this discovery, and all the islands for 15 or 20 miles above and below Dawson were quickly staked. Owing to the ruling of the gold commissioner, that claims might not be recorded in any locality until gold had been proven to exist there, most of these locations have been abandoned, because at that time warm weather was coming on and it was impossible to sink shafts. That there is considerable gold in the gravel and on the bed rock on these islands—in fact, in the bed of the whole Yukon in the vicinity of Dawson—there can be no doubt. An island such as Monte Cristo has some advantages for working, as the current of the river can be utilized for raising water, pumping, and hoisting gravel. If the pay should be proved continuous throughout the island as in the shaft sunk, it will pay very well to work it.

Considerable attention has been given to the subject of dredging for gold in the river and creek beds, but there are so many opportunities for the investment of capital where there is a greater certainty of return, and so much ground that is not taken up where it is known that there is pay and where it is known that hydraulic methods, etc., can be used to advantage, that it will probably be some time before dredging in the river bed will be resorted to. Ultimately dredging will be done, but only after considerable experimenting has been done to show where there is good pay in the beds of the streams and also after cost of working has been reduced, because dredging can not be done unless the cost is low, for the simple reason that dredges can not handle large quantities of gravel as compared with hydraulic appliances. It would cost a great deal to bring in dredges, and there would be a large risk in such enterprises. There are certainly great opportunities for dredging in the Yukon and its tributaries, but it will probably not be extensively undertaken for the present, as there are many problems to be solved; moreover, the seasons are short, and it is not known to a certainty that the bed of the river is not frozen to such an extent that it will be impossible to work it at all.

Eventually there will be great opportunities for hydraulic operations in the Klondike district. Eldorado and Bonanza creeks have been butchered so far by drifting and the subsequent sluicing in summer time of the dumps, and yet not one-quarter of the gold has been taken out. Only the richer spots have been worked, and no attempt has been made to work any except the very rich spots. The result is that to-day both of those creeks are ruined in many places for a continuation of the present methods of work. On Eldorado many rich spots are left, where it is known that there are small beds of gravel containing all the way from $5,000 to $50,000, which can not be worked, except at great expense, by drifting or even by summer sluicing. The mine owners all admit that the only way to obtain the gold from any of these claims is through some systematic method by which all the gold-bearing gravel and bed rock may be handled and the tailings disposed of. About half of the richer claims on Eldorado have been "gophered;" the other half will probably be next winter, and after that there will be left on that creek, within the limits of the creek claims, more gold than will have been taken out. That this will be mined in time there can be little question. The same may be said of Bonanza in a general way and in different proportion. Some parts of Bonanza that are known to be rich have not been touched. Ultimately all of the creeks upon which work has been done so far will be worked by some sluicing method, probably some modification of hydraulic mining such as that in vogue in California. This can be done only by capital, for to obtain a sufficient quantity of water for hydraulic mining the supply must be brought from the upper Klondike in flumes, a distance of from 50 to 80 miles. When this is done the cost of working should not exceed at the most per cubic yard what

may now be obtained from the poorest gravel in the bed of any of the streams which have been located. There are probably 1,000 miles of creeks in the district which will then pay to work, while at the present time and under present methods, with the cost of supplies and labor what it is, there are not over 400 claims, or 40 miles of creeks, in the district which, so far as developed, will pay to work. Further, at the present time not more than from 50 to 150 feet in width of the richest part of any creek will pay to work, while under new methods the entire width of the creek bed, from 200 to 1,000 feet, will pay; and more than that, the hillsides, extending up on either side of the creek, will pay as well as the creek bed itself, for the cost of working will be small. This means that where one square yard will now pay, a hundred square yards will pay under cheaper methods. The cost of moving gravel per cubic yard up to the present time has varied from about $4 to $15. The cost of moving gravel by hydraulic methods in use in California and other Western States varies from 2 to 10 cents, or in some cases somewhat more, per cubic yard. Very little gravel in all the creeks which have been located so far in the district will pay less than $1 per cubic yard, and there is no reason why the cost of working should be anywhere near that figure. This leaves an immense margin of profit, for in many cases whole claims will yield in their pay channel of 100 feet or more over $100 per cubic yard. It is true that hydraulic mining can be conducted on the Yukon for but a few months in the year, but the season in which water was obtainable in California and Montana in the palmy days in many districts and on many of the richest and best mines was no longer than the season would be on the Yukon. It will be impossible, on account of the formation of the soil, to bring water in ditches, and fluming will have to be resorted to. This will increase the expense considerably, because good timber for fluming is somewhat scarce. Generally speaking, it may be said, however, that the pay in the gravel is so great that the expense of fluming will be more than counterbalanced.

Some problems have been suggested with reference to uncovering the ground by removing the muck, moss, etc., but it has been demonstrated that there is but little difficulty to be encountered in this respect. A much greater difficulty arises from the fact that in very few of the creeks on the Yukon is the grade sufficient for direct sluicing with hydraulic giants. Heavy grade for the sluice boxes will be required, for the reason that the gravel is so angular in shape, very few rounded pebbles being found. As a consequence, it will be necessary to do hydraulic mining on nearly all the creeks by means of hydraulic elevators such as are used in California. This, of course, will add somewhat to the cost of working. On the Alaska side, in the Forty Mile and some of the Birch Creek diggings, the grade is greater and the gravel looser, and sluicing can be more easily done.

A company known as the Klondike Government Concession, Limited,

has obtained control of 3 miles of the lower end of Hunker Creek for hydraulic purposes. The valley of Hunker Creek is very broad, being nearly a mile wide at the lower end. The company has a twenty-one years' cession. It is proposed to bring water from the Klondike River at a point probably 40 miles above the mouth of Hunker. The bringing in of flumes and the opening up of hydraulic mining in any case must be undertaken by capitalists, because the initial outlay will be heavy.

Wages in Dawson in most lines of employment remain the same as last year. There was no regular scale of wages in the mines during the winter. On October 20 the miners on Eldorado and Bonanza struck against the reduction of wages from $1.50 to $1 per hour, and resumed work November 14, under a compromise which fixed the rate at $1.25 per hour. A large proportion of the miners worked all winter at that rate, but many received only $1 per hour, while a few were paid the old rate of $1.50. Early in May, at the beginning of the clean up, the mine owners voluntarily restored wages to the old rate of $1.50 per hour, and this rate prevailed on all the creeks through the season. Bed-rock men in many instances were paid from $2 to $2.50 per hour.

There was a great deal of sickness in Dawson and on the gulches during the winter, and there were sixty patients in the hospital June 15, most of whom were suffering from scurvy. Dr. J. J. Chambers, of Dawson, furnished the following statement relative to this much-dreaded disease:

Scurvy was very prevalent during the winter. Most of the cases were among newcomers. A large proportion of those who came into the country last year were men of sedentary vocations—clerks, doctors, lawyers, etc.—who had as a rule led quiet and regular lives. Suddenly they were thrown into a condition of intense excitement, entering a phase of life entirely new to them. For weeks they had but little sleep and ate their meals irregularly. When they reached Skagway or Dyea they found themselves in the midst of the mad rush for the Klondike, and on account of the high rate for packing were forced, through lack of means, to pack their outfits to the lakes. The reports of those going out that food was scarce here and that there was danger of starvation created a high nervous tension that was killing in its effects. Nearly all underwent great physical hardships, packing loads on their backs for long distances, without proper food, over almost impassable trails, often carrying packs which they could not have lifted under normal conditions. The situation was analogous to that which is seen at a fire, where men will rush into the burning building and with apparent ease carry out heavy articles of furniture, which they could not move except under intense excitement. This strain lasted from sixty to ninety days, and when they got to Dawson the "stampeding" had commenced, and they went on trips to distant creeks for the purpose of staking claims. They would start out with two or three days' provisions on a trip that could not possibly be made in less than four or five days. Being strangers and not wishing to impose upon the hospitality of miners along the trail, they would go two or three days with insufficient food, lying outdoors at night without proper bedding. Then the river froze up and the food panic followed, and they realized their condition

and became "homesick," the worst disease with which we have to cope. None of them were making fortunes, as they had hoped to do, the more fortunate, at best, selling a claim here and there for a few hundred dollars or working a few months at $1 or $1.50 per hour, which means as a rule only $6 or $8 per day. Naturally they became despondent. Their food was in many cases insufficient and lacking in variety. Many had never cooked before in their lives, and as they were forced to prepare their own food, they simplified matters by confining themselves to a few articles, with the result that their blood was soon in an impoverished condition, which rendered them peculiarly susceptible to disease. The popular notion that scurvy is the result of a diet of bacon, the lack of exercise, and uncleanliness is not correct, if we may judge by the cases that developed here last winter. Many men who were particularly cleanly in their personal habits and who took plenty of exercise and had an ample supply of fruits and fresh meats were taken down with scurvy in its worst form, and some of them died. It is probable that fully 10 per cent of the newcomers were affected by scurvy in greater or less degree, while the oldtimers were practically exempt from its ravages. In all cases the liver and spleen were affected more or less; sometimes the bladder was affected, and frequently the prostate gland was involved. Patients often passed blood from the urinary organs and bowels, and in many cases bled from the gums, but when the bowels were attacked the gums were affected but slightly.

During the winter there were many cases of a serious throat and lung affection, resulting from the gases formed by burning in the mines, and there were several deaths from this cause.

No attempt has been made to improve the condition of the Dawson townsite by the construction of drains, and as a consequence the greater portion of the flat between the river and the hills is a bog, which forms a natural breeding ground for malarial fever and pestilential diseases. On June 25 there were about seventy patients in the hospital, a large proportion of the cases being fever and scurvy. Dysentery was prevalent throughout the town, many newcomers suffering severely and a number of deaths being reported from this complaint. The supply of wholesome drinking water is insufficient for the large population, the only sources being two or three springs on the hill at the lower end of the town and the Klondike, a mile or more from the center of population. Many of the people take their drinking water direct from the Yukon, and nearly all who depend on this source of supply are attacked by dysentery. Water from the springs costs 10 cents a gallon delivered in town, some of the saloons paying as high as $10 a barrel for it.

The charge for hospital accommodations is $5 per day, medical attendance costing the patient $5 per visit and special charges being made for surgery. The records of the hospital show that since it was opened on August 20, 1897, it has taken care of 293 patients. Of these, 104 had scurvy, 25 fever, 25 dysentery, and 13 pneumonia. Of the 28 deaths recorded, 9 were from fever, 7 from pneumonia, and 4 from scurvy. The hospital receives its principal support from subscriptions, there being in June about 600 subscribers who pay an annual fee of 3 ounces of gold ($48). Subscribers are entitled to the privileges of the hospital

in case of sickness. Nonsubscribers are required to pay $5 per day, as stated, and the physician's fee makes the cost to the patient $10 per day.

According to the best information obtainable, about one hundred deaths occurred in the district between October 1, 1897, and June 25, 1898.

On June 25 there were about seventy-five physicians in Dawson, and they were still coming. Ten or twelve were actively engaged in practice. Fees have been reduced since last year from $17 to $10 per visit. The charge for office consultation is $8.50, the patient buying his own medicine, prescriptions costing from $2.50 to $7.50. So far as could be learned by careful inquiry, this is the only instance in which there has been a reduction in charges for professional or other services on the Klondike.

The river broke at Dawson on May 8, and as the ice moved out it was followed by thousands of people in small boats who had been waiting at the lakes for the opening of navigation. Over two thousand people arrived in town from the upper river in one day. During the first three weeks in June five or six steamboats arrived from below, bringing four or five hundred people who had been forced to spend the winter at various points on the lower river, and by June 25 there were probably 15,000 people in Dawson, two-thirds of whom were living in tents or occupying their boats at night. At that date the river bank for a distance of two miles was so thickly lined with small boats that it was impossible for new arrivals to find a landing place, and they were obliged to go to points still farther away from the center of town, while it was exceedingly difficult to find a place to pitch a tent, as all available camping ground was already occupied. All small boats going down the river are required to register at the customs station at Lake Tagish, and are given a number. On June 18 the register showed that 7,200 boats had passed the station, and it was estimated that on an average each boat contained five passengers. While at the above date the great rush was over, boats were still passing the station in considerable numbers, and it is probable that by August 1, 40,000 people had left the lakes for the gold fields. A very large proportion of this vast number stopped temporarily at various points on the upper river for the purpose of prospecting, it being estimated by the captain of a small steamboat which ascended the Stewart River on June 19, that between 5,000 and 6,000 had gone up that stream at the date named. Eventually, and before the river closes, practically all those now on the upper river and its tributaries will reach Dawson, where they will greatly aggravate the difficulties which confront the authorities. The mounted police stationed on the lakes during the winter adopted the rule that no one should be allowed to go down the river with an outfit of less than 1,000 pounds, but latterly this rule was not strictly enforced, and, as a consequence, probably one-half of those who passed through the lakes were inadequately equipped with food supplies. Thousands of this improvident

class are practically penniless, and even if the commercial companies succeed in getting sufficient food supplies into the country, many will suffer for the necessaries of life. Compared with the increase in population, the opportunities for employment for wages are even more limited than they were last year, for the reason that there have been no new developments in the district worthy of note, except on Dominion and Sulphur creeks, while, as already stated, many of the owners of rich claims on Eldorado and Bonanza have announced that they will not work their properties next winter unless the royalty is declared off. Many men seem to have broken up their homes in the States with the idea of making permanent homes on the Yukon, taking their families with them, and on June 25 there were fully 1,000 women and children in the town. In walking along the river front scores of women, leading their little children by the hand, were encountered in the throng, and the scene reminded one of the concourse at a county fair. The thoughtful observer could see nothing in the immediate future for the majority of these unhappy people but want and misery. Already the Canadian authorities had taken steps to induce the surplus population to go down the river to the American side, and up to June 25, probably 2,000 people had heeded the warning and departed in small boats, many proceeding direct to St. Michaels for the purpose of returning home by ocean steamers. Unless this movement down the river to St. Michaels became more general than then seemed probable, there will be a repetition this fall of the sad scenes of last year, but many times magnified, and our Government will be obliged to take care of eight or ten thousand destitute people at Fort Yukon.

The commercial companies were more unfortunate than usual in their efforts to get their boats into the river at the beginning of the navigation season. As a result of the exceptionally warm weather in the early part of May, the break-up of the ice was accompanied by the highest water known for years, and the four steamboats that wintered in the slough at Circle City were carried by the action of the ice far out on the bank, where the receding waters left them high and dry 200 feet from the running water in the stream, from which they were cut off by an immense ice jam. It was necessary to blast trenches through the ice and construct ways to the channel, and this work was rendered unexpectedly expensive by a strike of all the white and most of the Indian laborers in Circle City. A large force of men had been employed for several weeks in getting the boats to a place of safety, receiving a compensation of 60 cents per hour. At a meeting held on May 13, the day after the break-up, a resolution was adopted declaring that no one should work for less than $1.50 per hour, and was signed by 89 men, including several Indians. The resolution stated that this action was taken for the reason that the North American Transportation and Trading Company had raised the prices of provisions during the winter 25 to 100 per cent. This increase in wages brought the cost of launch-

ing the boats up to a high figure, the representatives of the companies stating that the total expense was nearly $15,000. The *Victoria* was launched on May 30, and proceeded to Fort Yukon, where she loaded with 45 tons of flour, nails, etc., and returned up river to Dawson. The other boats were not launched until June 4, when the *St. Michael* left for St. Michaels. The *Weare* went to Fort Yukon, where she loaded for Dawson, which point she reached on June 11 with 150 tons of merchandise and 158 passengers. The *Bella* proceeded to Fort Hamlin and loaded for Dawson, taking in tow her barge at Fort Yukon on her return, and arrived in Dawson on June 24 with 390 tons of merchandise and 50 passengers, having spent a week on a sand bar just below Circle City.

The steamer *Hamilton*, which was frozen in at Russian Mission last October en route to Dawson, was launched June 1, and arrived at Dawson on June 17 with a full cargo of merchandise, 74 tons of which were taken on at Circle City, and 150 passengers.

The *Margaret* and the *Alice*, of the Alaska Commercial Company's fleet, wintered on the lower river, and on June 27 had reached a point about 20 miles below Circle City, where the *Alice* was fast on a sand bar and the *Margaret* was trying to get her off.

The *John J. Healey* lay in the canal at St. Michaels all winter, and left for Dawson on June 16 with a barge and about 60 passengers. She dropped her barge at Anvik, and on June 29 was taking on wood at Weare, the town established by the North American Transportation and Trading Company opposite the mouth of the Tanana.

Of the numerous steamboats belonging to private expeditions that attempted to ascend the Yukon last year, only one, the *St. Michael*, succeeded in getting above the Tanana. The details of her trip from St. Michaels to Circle City were given in the former report. The *Mare Island*, a large side-wheel boat from San Francisco, was abandoned last fall, and is lying in the canal 18 miles from St. Michaels, it having been found that she drew too much water to get across the bar at the mouth of the Yukon. The *Merwin* and the *Thomas Dwyer*, two small stern-wheelers, went into winter quarters at Nunivak, on the lower river, and were successfully launched in May. On June 26 the *Merwin*, with about 40 passengers aboard, was 100 miles above Circle City, en route to Dawson, and making a progress of 50 miles a day. The *Thomas Dwyer* ran onto a sand bar just above Minook and was abandoned. The *Governor Stoneman*, a small tugboat owned by a party of prospectors, wintered at Nowikakat, 50 miles below the Tanana, and arrived at Fort Yukon June 3, with 10 men and their outfits. She ran onto a sand bar a few miles above Fort Yukon and stuck until June 27, when she was launched and proceeded up the river. The *May West*, a small boat of 54 tons register, was caught in the ice about 10 miles below the Tanana, and her passengers, 35 in number, wintered at Minook. She got afloat May 25 and reached Dawson on June 8, being the first boat

to arrive there this season. The *Seattle No. 1*, with about 160 passengers, who left Seattle in August, 1897, wintered just below the Tanana, and her passengers spent the winter at Minook. She was launched May 25 and proceeded up the river. On June 3 she was caught on a sand bar 18 miles above Circle City, and remained there nearly three weeks, finally reaching Dawson on June 25 with 220 tons of freight and 140 passengers, nearly all of whom had been eleven months on their way to the Klondike.

The *May West* was the first steamboat to leave the Klondike this season, as she had been the first to arrive. She left Dawson on June 18 with 68 passengers, the charge for passage to St. Michaels being $100. She took down about a ton of gold, valued at $500,000.

On June 12 the North American Transportation and Trading Company posted the following notice:

This company will now book first-class passage to Seattle to parties intending to ship gold dust by express on our first boat. Rates: Express on dust to Seattle, 2½ per cent per $1,000; insurance to Seattle, 2½ per cent per $1,000. First-class fare to Seattle, including meals and berth, $300. Baggage allowance, 100 pounds. Steamer will leave Dawson about June 15, 1898. No dust received on steamer except it is shipped by express.

This announcement caused much disquietude among the large number of men who were anxiously awaiting an opportunity to embark for Seattle or San Francisco, with the reasonable expectation that the old charge of $175 for passage would be maintained, for nearly all of this class were debarred on account of their inability to produce gold dust in amounts of $1,000 for shipment, while but few had emerged from the extortion practiced on them during the winter with the requisite $300. Events proved this disquietude in large measure to have been groundless, for at closing time on the 15th it had become apparent at the booking office that the select class designated in the notice was not numerous enough to insure a remunerative passenger list. The usual delay occurred, the departure of the company's first boat being postponed from day to day until the 24th, when the *Hamilton* left for St. Michaels with 178 passengers, many of whom were of the comparatively impecunious class mentioned, the nine days' delay having enabled them, by various humiliating expedients, to secure the necessary means to meet the greatly increased charge for passage. The *Weare* followed on the 25th with 42 passengers and about 3½ tons of gold, valued at $1,500,000. On the 29th, when 50 miles below the Tanana, the *Hamilton* broke a hogchain and became helpless in midstream, and the *Weare* took her in tow, arriving at St. Michaels on July 5, ten days from Dawson. The regular "first-class fare" on the *Weare* for the first four days out from Dawson consisted of poorly baked bread, indifferent butter, stale corned beef, brown sugar, Indian trading tea, and an insipid decoction which the waiters called "coffee," with bacon and beans every other day for a change. The fare on the *Hamilton* was somewhat better, the

table being supplied with coffee, dried apples, and pudding. At the mouth of the Tanana the first "run" of salmon was encountered, and some of the passengers of the *Weare* bought fresh fish, which they were permitted to take aboard, but against the protest of the purser, who, with unprecedented consideration, objected to the cooks being overworked. Finally the purser was persuaded to supply the boat with fish, and during the last five days of the trip dog salmon was served once or twice a day. Three deaths occurred among the passengers of the *Hamilton* and the *Weare* during the latter part of the voyage.

The steamer *Bella* and barge, of the Alaska Commercial Company's fleet, left Dawson on June 26, with 150 passengers, and about two tons of gold, worth $1,000,000, and arrived at St. Michaels July 3. The charge for passage on the *Bella* was $100 from Dawson to St. Michaels, and the company charged from $100 to $150, according to accommodations, for passage from St. Michaels to San Francisco.

At St. Michaels the magnitude of the Klondike "boom" became fully apparent. The first ocean vessel arrived on June 13, and up to July 5 there had been forty arrivals, with 30,000 tons of merchandise, coal, etc., and nearly 2,000 passengers, while at the last-named date less than 1,000 tons of freight and not to exceed 250 passengers had entered the mouth of the river. (*a*) Twenty-two ocean vessels were lying in the harbor, nearly all loaded with merchandise for the Yukon, which they were unable to discharge because of a lack of wharf facilities and the nonarrival of the new river steamboats which had been constructed on Puget Sound and elsewhere on the lower coast for the Yukon trade. Many types of sailing craft were represented, from a 47-ton sloop to a five-masted schooner of 2,500 tons, and a half dozen large ocean steamers lay far out in the offing, most conspicuous of all the great *Garonne*, carrying 3,000 tons of freight and 400 passengers, while closer inshore was anchored the United States gunboat *Wheeling*, reported to have been sent by the Navy Department to Bering Sea in response to representations that $30,000,000 of Yukon gold would be brought out, to protect this potential treasure from Spanish privateers. In the inner harbor a score of new river steamboats, which had been towed from Puget Sound or Dutch Harbor, were being completed by the erection of wheels, the setting of engines, etc., and on shore a dozen more were in course of construction, while at the wharves four or five steamboats belonging to the old companies were loading for the Yukon, the whole scene presenting all the bustle and activity of a great Atlantic seaport.

On October 20, 1897, the Secretary of War issued the following order:

By authority of the President, the land known as St. Michael Island,

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a The latest reports show that 43,000 tons of freight were landed at St. Michaels during the season, and that all stations on the river have ample supplies, about 12,000 tons having been carried to Dawson.

Alaska, with all contiguous land and islands within 100 miles of the location of the flagstaff of the present garrison on that island, is set aside from the public lands of the Territory of Alaska and declared a military reservation, and shall be known as Fort St. Michael.

Parties who have, prior to the receipt of this order, located and erected buildings on the land so reserved, will not be disturbed in their use of lands, buildings, and improvements, nor in the erection of structures needed for their business or residence.

During the fall and winter the Department issued permits under this order to sixty commercial and transportation companies and individuals for the occupancy of lands bordering on the harbor of St. Michaels. Owing to the fact that the two old companies had already occupied the most eligible portions of the water front, many of the new companies were forced to locate in the outer harbor, where there is no protection from the strong winds which almost constantly prevail, while some of the later arrivals had not succeeded in securing a landing place at all. The old companies were charging a wharfage of $6 per ton, but as "wharfage" meant simply the privilege of landing freight on the beach by means of lighters and small boats, no one was taking advantage of this opportunity to discharge cargo.

According to the best information obtainable at St. Michaels, about one hundred steamboats were equipped during the winter and spring for navigation of the Yukon. More than half of these are new boats, built specially for the river traffic. The Alaska Commercial Company has added to its river fleet 5 steamboats and 6 barges, and the North American Transportation and Trading Company has constructed 4 steamboats and 5 barges. The new boats of both companies are of the latest type and of high power, and as they have been officered with experienced Missouri and Mississippi river men, there is no doubt of their successful operation. Several of the new companies have introduced boats fully equal in every respect to the best boats of the old companies, and there are now on the river probably over 20 first-class steamboats with a carrying capacity of from 220 to 450 tons of freight and from 50 to 150 passengers each. Fifteen or 20 new steamboats were lost at sea while being towed from the place of construction to St. Michaels, and the owners were greatly embarrassed by the presence of a large number of passengers who had arrived by their ocean steamers, as they had no means of transporting them to Dawson. In this dilemma they appealed to the old companies to carry their passengers up the river, and were informed that a new passenger tariff had been adopted, the revised rate being $200 from St. Michaels to Minook and $250 to all points beyond, with an allowance of 250 pounds of baggage. The new companies were unable to meet this demand, and as late as July 9 probably a thousand stranded gold seekers were still wondering how they were to get to Dawson.

The cost of operating steamboats on the river is much greater this year than heretofore, the increase being principally due to the advance in the price of wood. The unusually high water which accompanied

the break-up of the ice carried most of the driftwood to the mouth of the river or lodged it at points so far from the main channel that it can not be reached, and standing timber that is accessible from the river is becoming very scarce. The two old companies, as already stated, had between 6,000 and 7,000 cords of wood cut during the winter in the vicinity of Fort Yukon, at a cost of $5 per cord, and this supply will probably prove ample for that stretch of the river during the present season. The manager of one of the new companies passed down the river late in May and made contracts with choppers at various points to cut wood for his boats at $12 per cord, and his action caused the price to advance to that figure at all the wood yards on the river. In anticipation of this condition, both of the old and several of the new companies shipped large quantities of coal from British Columbia to St. Michaels last spring and are using it on the lower river. During the winter an immense bed of coal of good quality was discovered on the Koyukuk River, about 400 miles above its mouth. The discoverers state that the coal bed is 30 feet thick and extends two miles along the river bank, whence it can be loaded onto barges with little labor. A specimen of this coal submitted to the Geological Survey for test showed the following analysis:

Moisture	6.18
Volatile matter	37.43
Fixed carbon	52.76
Ash	3.63
Coke	.00
	100.00

Coal of fair quality has also been found on the north bank of the Yukon, a short distance above Minook, and is being mined this season and sold to the steamboats for $17 per ton. These discoveries, with the extensive deposits of coal known to exist at several points on the upper river, offer an easy solution of the fuel problem for the entire valley of the Yukon.

At Fort Yukon on May 30 a number of Indian pilots who had passed the winter there announced to the agents of the companies that they would not work for less than $20 a day or $1,500 for the season. As no white pilot who has not made two or three trips through the Yukon Flats can take a large steamboat from Fort Yukon to Circle City at low water, and as a Yukon Indian on a strike has never been known to modify his demands, it is probable that the new rate prevailed during the summer. This season both of the old companies imported from the States, under yearly contract, a large number of steamboat men to handle their boats. Captains, pilots, and engineers receive $100 per month, and firemen, cooks, and deck hands $75 per month.

It has been demonstrated this summer that the Lewes River and the lakes can be navigated successfully. Five or six small steamboats of an average length of 50 feet and 10-foot beam were built on Lake Bennett, and a regular line has been established between the head of Lake

Bennett and Dawson. A portage of about three miles is made by means of a tramway at the Grand Canyon and White Horse Rapids. The service is limited almost entirely to passenger traffic, the fare for the down trip being $125 and for the up trip $200, with a baggage allowance of 150 pounds. The round trip between Dawson and the head of Lake Bennett has been made in twelve days. (*a*)

The hardships and expense of the journey from the coast to the lakes by way of the Dyea and Skagway trails have been greatly reduced since last fall, when the price of packing reached 47 cents per pound on the former and 60 cents per pound on the latter trail. The Dyea trail has been improved by the erection of an electric tramway from the foot to the summit of Chilkoot Pass, and the rate for packing from Dyea to Lake Lindeman reduced to 12 cents per pound. On the Skagway route a narrow-gauge railroad is in course of construction, and it is expected that it will be completed to the summit, 18 miles from the coast, by the close of the working season. The line as projected will have its temporary northern terminus on Taku arm of Lake Tagish, which point will undoubtedly be reached next year. The enterprise is backed by American capital, and it is the intention of the company to extend the line eventually to Fort Selkirk, the head of navigation for large steamboats.

The Stikeen route, via Wrangell and Lake Teslin, is pronounced impracticable by those who reached the Klondike this summer from their camp at the head of Lake Teslin, where they were forced to spend the winter.

The Ashcroft and Edmonton trails, known as the "overland routes," have proved to be death traps. The Ashcroft trail starts from the town of that name, which is located on the Canadian Pacific Railway, in British Columbia, and follows the Fraser River for over 200 miles, to Quesnelle, a small Indian trading post. From this point it meanders for 600 miles through almost impassable bogs, fallen timber, and swift mountain streams, and across numerous divides, to the town of Telegraph Creek, at the head of navigation on the Stikeen River, where the traveler who is fortunate enough to get that far finds that he still has before him all the difficulties of the Stikeen route, now practically abandoned.

The Edmonton route begins at the town of Edmonton, the northern terminus of a branch of the Canadian Pacific Railway. The first stage of the journey is made by cart or pack animals to Athabasca Landing, about 100 miles north of Edmonton. From this point the traveler proceeds by boat down the Athabasca River to Athabasca Lake, thence

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a An official report to the United States Coast and Geodetic Survey from the expedition which conducted a survey of the Yukon delta during the past summer states that a channel with a depth of 8 feet at low tide has been located at the southern mouth of the Yukon. This new route will reduce the voyage about 500 miles, and enable ocean steamers of ordinary draft to enter the river and ascend it 400 or 500 miles.

down Slave River to Great Slave Lake, and across the lake into the Mackenzie River, down the Mackenzie to the mouth of Peel River and up that stream to Fort McPherson, 1,950 miles from Edmonton. From Fort McPherson there is a difficult portage of 90 miles to La Pierre House, on Bell River, a tributary of the Porcupine. There a boat is constructed and the journey by water resumed. It is 40 miles from La Pierre House to the mouth of Bell River, whence the traveler descends the Porcupine 300 miles to Fort Yukon, situated on the Yukon just above the mouth of the Porcupine. There is an offshoot of the Edmonton route known as the Peace River route. This trail runs to the northwestward from Edmonton to the west end of Little Slave Lake, about 200 miles, thence to Peace River, 85 miles, and thence to Fort Dunvegan, 60 miles. Beyond Fort Dunvegan, which is about 1,000 miles in an air line from Dawson, little is known of the trail, but it is supposed to lead through alternating forests, barrens, and mountain ranges to the Liard River, and thence to the headwaters of the Pelly River, from which point the journey can be completed in boats. According to newspaper accounts, several hundred men chose this route last fall, but as no one could be found in Dawson late in June who had succeeded in getting over the trail, it is impossible to describe it. There are numerous dangerous rapids in the Athabasca and Slave rivers, and great care is required in passing down those streams. A small steamboat runs on the Athabasca River from Athabasca Landing to Grand Rapids, a distance of 165 miles, and steamboats run between Fort Smith, on Slave River, and Fort McPherson, a distance of 1,270 miles, but as they are employed exclusively in the transportation of supplies for the Hudson Bay Company, they are not available for passenger traffic. On June 2 two young men arrived at Fort Yukon from Edmonton. They started from that place on August 9 of last year, passing down the Athabasca, Slave, and Mackenzie rivers, and arrived at the mouth of Arctic Red River September 30. They were forced to discontinue their journey by boat at this point by the heavy run of ice in the Mackenzie, and made the portage of 100 miles to La Pierre House, where they spent the winter, their only companions being a few half-starved Porcupine Indians. It required two months of hard labor to sled their outfit across the portage. They left La Pierre House on May 30, and the next day, while shooting the rapids at the lower end of the Upper Ramparts of the Porcupine, their boat was capsized and swept away with the remnant of their outfit, and they were left struggling in the ice-cold water. In an exhausted condition they succeeded in reaching an exposed rock in midstream, to which they clung for twenty-four hours, when they were rescued by two prospectors who were descending the river and taken to Fort Yukon, penniless and without a change of clothing. They reported that they passed 800 men last fall en route from Edmonton to the Klondike, but up to June 27 they were the only ones of this large number who had reached Fort Yukon. Here they were greatly surprised to

learn that they were still as far from the Klondike, so far as the expense of travel and time are concerned, as they would have been at Dyea or Skagway.

It would now seem that at last the residents of the Yukon Valley are to have a regular mail. A semimonthly service has been established between Juneau and Tanana, at a cost to the Government of $56,000 per annum, and a monthly service is provided for between Tanana and St. Michaels, at a cost of $23,000 per annum. Mr. John P. Clum, a post-office inspector, to whom had been given the power to appoint postmasters, traversed the entire length of the Yukon during the present summer and established post-offices as follows: Eagle, at the mouth of Mission Creek; Star, at the mouth of Seventy Mile Creek; Yukon, at Fort Yukon; Rampart, at the mouth of Minook Creek; Tanana, opposite the mouth of the Tanana (the station designated in the prospectuses and on the maps of the North American Transportation and Trading Company as "Weare"); Koyukuk, at the mouth of the Koyukuk, and Anvik, at the mouth of the Anvik River. Upon the recommendation of Mr. Clum, the Post-Office Department has issued instructions to the postmasters at Juneau, Tanana, and St. Michaels authorizing them to employ special carriers to perform the service whenever the contractor shall prove delinquent. This wise provision, lacking heretofore, will solve the problem of a regular mail service on the Yukon, so far as human agencies can overcome the difficulties. There is a period of about a month in the spring, just preceding the breaking up of the river, and another in the fall, following the closing of the river and varying from thirty to sixty days, when it is impossible to travel, and until permanent trails or roads are constructed, the post-offices along the Yukon will receive no mails during the periods indicated. (*a*)

At St. Michaels reliable information was obtained in regard to affairs at Kotzebue Sound, the scene of the most profitless of all the stampedes that have occurred as accompaniments of the general movement to the Klondike. Kotzebue Sound lies just beyond Bering Strait and forms the southern arm of the Arctic Ocean. The three principal rivers emptying into it are the Noatak, Kowak, and Selawik. During the past fall and winter the newspapers of the Pacific coast published numerous articles setting forth that marvelously rich placer ground existed on these three streams, particularly on the Kowak. As a result of these stories, which seem to have been based on a rumor that the Indians of that region occasionally brought small quantities of

a As this Bulletin goes to press, it is learned that it is the purpose of the Canadian Government to maintain a fortnightly mail service during the winter along the Yukon between Skagway and Dawson, with post-offices at Bennett, Tagish House, White Horse Rapids, Lebarge, Hootalinqua, Big Salmon, Little Salmon, and Sixty Mile. It is presumed that a post-office will also be maintained at Forty Mile; if so, it will be dependent upon our service, as the Canadian service does not extend below Dawson.

gold dust to the coast, a large number of vessels sailed for Kotzebue Sound during the spring, and probably 1,500 men took passage on them. Trustworthy men who have ascended the Kowak 200 miles say that no gold has been found up to that point, and that it is impossible to reach the headwaters with a boat on account of the rapids. It is probable that gold in paying quantities exists on the headwaters of the Kowak, but the fact is not yet proved, and the only practical way of getting there is by ascending the Koyukuk and making a portage of 100 or 150 miles. It is therefore inevitable that the prospectors who have gone to Kotzebue Sound will have to retrace their steps, bringing back nothing but experience and cankering recollection of liberal contributions to the bank accounts of conscienceless instigators of an empty "boom."

Authentic reports from the Copper River country indicate that while some good indications have been found, no discoveries have been made that warrant the influx of prospectors which has occurred, and thousands who took part in that movement will be forced to return to their homes empty-handed.

The Klondike stampede was unique, considered from nearly every point of view, and it may be interesting, in conclusion, to survey the situation briefly with particular reference to its most fascinating feature, the financial result. It is a common assumption among those familiar with the uncertainties of mining for the precious metals, that every dollar's worth of gold extracted from the earth costs somebody at least one dollar in money or labor. Applied to the case under consideration, this assumption is so far within the bounds of truth that it presents itself to the mind of everyone who participated in the movement as a self-evident fact. By actual count, 40,000 men started for and reached the Yukon gold fields during the year beginning with July 15, 1897. It is conservatively estimated that 20,000 more undertook the journey, but were unsuccessful in their efforts to reach the Yukon, a large proportion becoming discouraged and returning home, while many thousands joined the collateral stampedes to various points on the coast or are still struggling on the trails to the Klondike. It is fair to assume that the average expenditure of these 60,000 men for outfitting and transportation was $500 each, or a total expenditure of $30,000,000. It is probable that the money invested in ocean and river vessels and the organization of commercial companies for operations on the Yukon would add $5,000,000 to this sum. Without considering the large amounts that have been absorbed in the capitalization of Klondike mining companies, a few legitimate and many wildcat, it may safely be assumed that this great movement during the year following its inception cost the participants $35,000,000, and it is equally safe to assume that in the case of 75 per cent of the individuals involved their contributions are an absolute loss to them; for having failed in the main object of their venture, mining, the country offers them no other kind of

employment, and they must return to the States. As against this enormous outlay, we have for the period under consideration, as indicated by the mint returns, a gross product from the Yukon placers of less than $12,000,000. Although this statement as to the immediate result of the Klondike "boom" can not be refuted, it would be misleading if allowed to stand without qualification. The condition described is almost entirely due to the exaggerated statements as to the extent of the new discovery so widely published in last year's newspapers and magazines, and should not be permitted to obscure the fact that there is now being developed on the Yukon a mineral zone of wonderful richness, which will eventually contribute hundreds of millions of dollars to the wealth of the world. The lesson to be learned from the present situation is that it will take years of hard work to bring the mines up to their highest point of productiveness, and that the country offers no opportunities for professional men or others who are not equipped by nature for the most exacting manual labor. When common carriers on the Yukon who depend upon the public for support are ready to carry for the public without discrimination in favor of selected patrons; when "competition" in commerce there shall come to mean a decrease and not an increase in the cost of living, and when the people of that long-neglected section of our common country shall again attract the attention of Congress and hold it long enough to secure the enactment of laws for the protection of life and property, then, and not till then, will it be possible to bring to full development the marvelous riches of the Yukon gold fields.

In April, 1898, Mr. J. C. McCook was appointed United States consul at Dawson, and arrived early in July at his post of duty. He has sent to the Department of State a number of reports, which have appeared in the Consular Reports, and as they contain authentic information relative to the situation on the Yukon of a later date than that given in this paper, they are quoted here:

Consul McCook has sent the Department of State an undated report from Dawson City (received September 12, 1898). Mr. McCook says:

"Dawson City, probably the largest mining camp in America, is built on a bog or swamp and contains a shifting population which now numbers about 20,000. Forty thousand prospectors have passed through here from the White and Chilkoot passes. Most of them had a year's provisions. Hundreds are going away daily, not being able to stay long on account of the cost of living. A dinner costs $2.50, and breakfast and lunch $1.50. Lodging is $1.50 per night in a bunk, and a hotel charges $6.50 for a bed per night.

"The price of property in the business locality is enormous. A lot of convenient size upon the main street can not be had under $40,000. Lots in a bog off Main street bring from $5,000 to $10,000. To rent a log cabin costs $200 per month. With the exception of the warehouses, the theaters, dance halls, saloons, and gambling houses are about the only establishments which can afford these terms. Along the river, ground leased from the authorities brings $10 per front foot per month.

This, with the 10 per cent royalty charged on the gross output, yields a very large revenue.

"The prevailing price of labor is $1 per hour, but there are so many idle hands waiting for employment that the supply exceeds the demand, and may bring the price down. Still, there is the greatest activity in the erection of large buildings and warehouses.

"Most of the prospectors who are coming to Dawson City leave for camps in United States territory, since, apart from the country in the immediate vicinity of Dawson, which has all been staked off, this is the most promising field. But even here, out of more than 5,000 placer claims and 2,000 bench claims, only 200 have thus far paid to work. A great many have not yet been prospected and will have to be given up to the Crown, because one condition of the grant is that every person having a claim must work it continuously for three months each year. Ninety days' labor at $10 a day is a good deal to risk upon one claim, and a good many who can not afford it will surrender them. The creek claims have been reduced in size from 500 to 250 feet.

"Estimates of last year's output range from $8,000,000 to $12,000,000. Work has largely been confined to Bonanza and Eldorado creeks. Dominion, Sulphur, and Eureka creeks will be opened up next winter, as they promise good results. One can not prospect in summer, as the pits which are dug then fill with water. It is by the merest chance that one may strike a rich claim. No poor man should sell out and come here. Organized companies with capital will do much better, as they can hire work much more cheaply than individuals."

Consul McCook writes from Dawson City, under date of August 4, 1898, that prices for provisions are very high (exceeding by 25 per cent those of last year), and lodging is hardly to be had at any price. Outsiders, he says, can not realize the conditions; destitution and suffering are imminent for many unfortunate prospectors, who are unable to get away. No one, he continues, should go to the gold fields without a couple of thousand dollars and supplies for two years. The output of gold has been exaggerated fivefold.

In a report dated August 24, Consul McCook further emphasizes the distress among the prospectors in and around Dawson City, and strongly advises no one to join in the hunt for gold unless he has at least enough provisions to last over winter and enough money in bank to take him home if he is unsuccessful. The consul says he is appealed to daily by men who have no money and can not get work, and he advises such of them as are able to travel to go to St. Michaels, where, he is informed, the Government is arranging to take care of them by putting them in communication with friends in the United States.

Under date of August 31, 1898, Consul McCook writes from Dawson City as follows:

"Dawson City made rapid strides during the past month in the way of building improvements. In July only two large warehouses were here. Four more are now nearing completion, all operating their own steamers.

"There will be no lack of provisions and merchandise here this winter. The large amount of supplies being brought in has had a tendency to reduce prices on a few commodities. A 50-pound sack of flour, which brought $8 last month, is now sold for $5. It is to be hoped the price of hotel accommodations will be reduced, as none but the wealthy can enjoy hotel life at present, at $6.50 per night for a room with a mixture

of husks and straw for a bed, a candle for light, and board at the rate of $12 per day. There are a few cheaper houses, but accommodations are still poorer. The number of log cabins is being increased rapidly, for in a couple of weeks it will be too cold to sleep in tents. Log cabins can be rented for $50 per month and upward, according to location and distance from the center of the town. Typhoid fever has been on the increase lately, and many deaths have resulted. It will decrease as soon as the ground is frozen, about the 1st of October.

"Hundreds of Americans have gone down the river to Alaskan territory, where it is predicted more gold will be found than in the Northwest Territory. Forty Mile Creek, which empties into the Yukon River 52 miles below Dawson City, is understood to be very good on the Alaskan side. Eagle City, 50 miles below, is said to be in a position to rival Dawson City in another year, and as a base of supplies it will be much more convenient, being inside the boundary line. Eagle City is the name now given to what is marked Belle Isle on the map of the United States Coast and Geodetic Survey of the Yukon River. The territory for hundreds of miles around Eagle City is said to be very rich.

"The future of Dawson City greatly depends on new discoveries being made this coming winter. There is no doubt of a great deal of gold being in this district within 100 miles radius, but it has yet to be prospected. The cost of taking food up to the mining camps and the price of labor make it very expensive to work the claims, and they must be very good in order to pay."

The following, under the heading of "Warning to Alaska prospectors," is taken from the Consular Reports for September, 1898:

Care should be taken, by those who contemplate going to the gold fields, in entering into transportation contracts. It appears that certain companies have obtained a considerable sum of money (generally $500 for each person) upon very ingeniously worded contracts, that the persons paying should be transported to the gold fields in the north, with all necessary outfit furnished and expenses paid. In three cases in which men have paid their money they have been brought, at slight expense, to this and other ports and then abandoned.

The men who had contracted with one of these companies became suspicious while at this port, but after an explanation by the agent, they agreed to go forward. The following extract from a letter from one of them shows how they have been treated:

FORT WRANGELL, ALASKA, *June 15, 1898.*

* * * * * * *

The company induced us to come to Wrangell, and after pulling the provisions for 15 miles up the Stikeen River, we were sent into camp and have remained there ever since. When we have asked to be put ahead we have been put off with promises, and we now feel that they do not intend to do anything but promise until we are discouraged and leave them, forfeiting the money paid. We wish to ask you if there is not some way by which we can compel them to fulfill their part of the contract or return our money. We are now here, practically without money and far from home, and if you can aid us in any way you will confer a lasting favor upon thirty stranded men from the Old Bay State. We have now been here since March 30.

I would suggest that persons desiring to go to the gold fields in the valley of the Yukon take every possible precaution. I have abundant evidence that several companies are now, and have been for some months, engaged in this nefarious traffic.

L. EDWIN DUDLEY, *Consul.*

VANCOUVER, *June 28, 1898.*

MUTUAL RELIEF AND BENEFIT ASSOCIATIONS IN THE PRINTING TRADE.

BY WILLIAM S. WAUDBY.

The purpose of this article is to present an account of various mutual relief and benefit associations in the printing and allied trades.

Of the various phases of cooperation among workingmen, that of relief in times of sickness or disability has not, until recently, been given the attention it deserves. In isolated cases a few trade unions have incorporated in their by-laws a sick-benefit clause providing for a small weekly payment, for a limited time, to sick or disabled members. One of the best illustrations of what may be accomplished through this form of cooperation is to be found in the workings of the Government Printing Office Mutual Relief Association, of Washington, D. C., which has achieved such successful results that similar associations have been organized in several cities by mercantile houses or by bodies of persons who have noted its progress and recognized what could be accomplished by its system of small weekly or monthly payments in securing relief during sickness or disability at the least possible outlay.

These associations are unique, in that they virtually commence a new financial term with an empty treasury, while the old trade-union associations have an accumulating fund from year to year. In cases where a member leaves the employment of the establishment in which his association is formed, he is entitled to receive his pro rata share of the association funds up to the date of withdrawal. Usually a small initiation fee is charged to provide a fund from which to defray such incidental expenses as may arise and to reimburse officials for their services arising from time lost from their usual employment. This item of expense, as a rule, is merely nominal.

While workers in various other industries have, to some extent, adopted similar methods for relief, it is believed that these associations have been more generally established among the members of the typographical unions.

GOVERNMENT PRINTING OFFICE MUTUAL RELIEF ASSOCIATION, WASHINGTON, D. C.

The Government Printing Office employed, in 1883, from 1,800 to 2,000 persons in various capacities. At this period no pay was allowed for time lost by an employee on account of sickness or for any other cause, and consequently the ability to meet expenses in case of sickness was considerably lessened. In other branches of the Government service leave of absence with pay was granted for 30 days on account of sickness, and might be extended to 60 days in extreme cases, at

the option of the head of the department. In cases of peculiar hardship the suffering that resulted from sickness was relieved in a measure by assistance secured through subscriptions from the employees of the various divisions of the printing office.

This method of obtaining aid had existed for many years, when a mutual relief association was proposed as a means whereby the custom could be abolished or at least appreciably modified. After considerable preliminary discussion, twenty-five men became favorably impressed with the plan proposed, and at the first meeting, held March 29, 1883, a permanent organization was perfected. The association was incorporated April 5, 1889.

The peculiarity of the plan adopted was that, while it provided for an ample revenue to pay sick benefits of $10 per week, it divided all money in the treasury at the end of the fiscal year pro rata among those members who had not received benefits in excess of the dividends.

Such alterations and additions have been made at various times to the original constitution and by-laws as were warranted by the experience and growth of the association, and at the present time they stand as follows:

CONSTITUTION.

TITLE AND OBJECT.

This association shall be known as the Government Printing Office Mutual Relief Association.

Its object is to create a fund to be used for the relief of its members in case of sickness.

WHO MAY BE MEMBERS.

Its membership shall be confined to white male persons who, when joining, are employed in the Government Printing Office; but no person whose age exceeds fifty-five years, or who is a member of other organizations paying sick benefits to an amount in excess of ten dollars per week, or who by reason of sickness or other disability is likely to become a burden on the association, shall be eligible to membership.

Every applicant must have been employed for at least six months in the Government Printing Office or its branches, and be personally known to a member of the governing committee.

OFFICERS AND COMMITTEES.

The elective officers of the association shall be a president, vice president, recording secretary, financial secretary, and treasurer, who shall be elected annually by a majority vote of the members present, and shall hold office until their successors are elected and installed; said officers to be ex officio members of the governing committee.

The following committees shall be appointed by the president:

1. A governing committee, to consist of seven members, who shall hold office until their successors are appointed.

2. A finance committee, to consist of three members, who shall be appointed at the January meeting.

3. A committee on membership, to consist of four members from the governing committee, to whom all applications shall be referred, and a report made thereon to the governing committee.

4. Such other committees as the association may direct.

MEETINGS.

Stated meetings shall be held on such day and at such hour and place as may from time to time be determined on and designated in the by-laws.

Special meetings may be called by the president in his discretion, and shall be called on the written request of seven members in good standing.

QUORUM.

Seven members in good standing shall constitute a quorum for the transaction of all business.

MONTHLY DUES.

Monthly dues shall be such sums as may be prescribed in the by-laws.

USES OF FUNDS.

No portion of the funds of the association shall be appropriated for any purpose whatever other than is provided for in the by-laws; and no members shall receive as sick benefits a larger sum than is fixed therein.

PRO RATA DIVIDEND.

At every annual meeting of the association the president shall declare a pro rata dividend of all the funds then in the treasury, which dividend shall be paid by the treasurer to all members of the association entitled thereto: *Provided*, That any member who has received benefits amounting to more than the pro rata dividend shall not be entitled thereto: *Provided, further*, If any member of this association fails to call for his pro rata dividend within six months after it shall have been declared, it shall be forfeited and turned into the treasury.

DISBANDMENT.

By a vote of three-fourths of the members in good standing present at any meeting, when not less than forty members shall constitute a quorum, the association may be disbanded, and the funds thereof shall be distributed pro rata among the members in good standing at the time of such disbandment. But such disbandment and distribution of funds can only take place after due notice in writing has been given to all the members of the association at least one week prior to action thereon.

BENEFIT YEAR.

The benefit year of this association shall begin on the first day of December and end on the thirtieth day of November following.

AUTHORITY TO MAKE BY-LAWS.

Additional to this constitution, and in harmony therewith, the association may make all needful by-laws and rules of order, and alter and change the same on one month's written notice, two-thirds of the members present concurring therein.

AMENDING THE CONSTITUTION.

Amendments to this constitution shall not be acted upon until the succeeding regular meeting after which they are offered; and it shall require a two-thirds vote in favor to adopt.

BY-LAWS.

DUTIES OF OFFICERS.

President.—The president shall preside at all meetings of the association and governing committee when present, countersign all warrants on the treasurer, have the custody of and preserve the official bonds of the financial secretary and treasurer, and discharge the duties appertaining to the office of president. He shall call a meeting of the association at any time upon the written application of seven members.

Vice president.—The vice president shall attend all meetings of the association and governing committee, and shall preside in the absence of the president, assuming all his powers and duties.

Recording secretary.—The recording secretary shall attend all meetings of the association and governing committee, and keep a record of all transactions therein, including the reports of the financial secretary and treasurer; keep a book containing the constitution of the association, in which shall be subscribed the names of all the members and the date of the commencement of their membership; call all meetings of the association and governing committee when ordered by the president, and perform such other duties as may be assigned to him.

Financial secretary.—The financial secretary shall collect all initiation fees and dues, and keep a just and true account of the same; pay them over to the treasurer on or before the stated meeting in each month, taking his receipt therefor; issue all warrants on the treasurer in payment of money; report at each meeting the amount received as dues and initiation fees, and the number of members dropped for nonpayment of dues or for other reasons; make out the annual dividend and submit it to the finance committee for approval, and perform such other duties appertaining to his office as the association may direct. He shall be required to give a bond in the sum of five hundred dollars for the faithful performance of his duties. At the end of his service he shall deliver to the governing committee, or his successor, all books, papers, and valuables of every description under his control belonging to the association.

Treasurer.—The treasurer shall receive all funds from the financial secretary, giving his receipt therefor; deposit the same in a bank which shall be selected by a committee consisting of the president, financial secretary, and treasurer; pay all drafts ordered by the association or governing committee and signed by the president and financial secretary. He shall have in his charge the bank book of the association, keep a correct account of all receipts and disbursements, and at no time shall he retain over $100 on hand. Whenever required he shall produce his bank book for the inspection of the governing committee, and will not, under any circumstances whatever, be allowed to draw moneys from the bank without the indorsement of the president and financial secretary upon the backs of all checks drawn upon the bank. He shall be required to give a bond in the sum of five hundred dollars for the faithful performance of his duties, and at the expiration of his term of office, or in case of resignation, death, or inability to perform his duties, he shall deliver, or cause to be delivered, to the governing committee, or to his successor in office, all the moneys, books, papers, and valuables of every description in his hands belonging to the association.

DUTIES OF COMMITTEES.

Governing committee.—The governing committee shall have general supervision of the good and welfare of the association. They shall hold meetings at the call of the president, whenever the business of the association shall require it, for the relief of the sick or other causes. They shall act as a committee on membership, to whom shall be referred, one week previous to the regular monthly meeting, all applications for membership, and they shall report to the association what facts they may deem pertinent in connection with such applications. After such report each candidate shall be voted for by ballot, and three negative votes shall reject.

To the governing committee shall also be referred all applications for the relief of members, and they shall report their action in such cases to the association at the next regular meeting. They shall ascertain the condition of each applicant for relief, and fully satisfy themselves as to the propriety of granting such relief under the provisions of the constitution: *Provided*, That in case the applicant is sick while absent from the city the governing committee shall have discretionary power as to the merits of the case on failure of the applicant to comply with the by-laws.

Finance committee.—The finance committee shall make a thorough examination of the accounts of the financial secretary and treasurer at least once in six months (and oftener if so directed by the association), and make a full report in writing of the same to the association

SICK BENEFITS.

Mode of obtaining.—In the event of the sickness or other disability of any member of this association, he shall be entitled to receive the sum of ten dollars weekly. In all such cases notice shall be given to the president, vice president, or recording secretary, or any member of the governing committee, by the applicant for relief within six days, whereupon the recording secretary shall appoint one or more of the governing committee to visit the sick or disabled member and report at the next meeting of the committee; when, if it appears that he is entitled thereto, he shall receive benefits from such time as the committee shall decide upon; but in no case shall he receive benefits for more than one week prior to application for the same, nor for any period after he has, in the opinion of said committee, recovered from such sickness or disability, and when recovered he shall notify the secretary of date of recovery.

Appeal from governing committee.—In an adverse decision by the governing committee in an application for benefits, a member shall have the right to appeal to the association within one month. Notice shall be given the president of such appeal. At the hearing testimony may be introduced, if sworn to, but may be rebutted by any evidence in the possession of the association. The association shall render a decision upon the facts and in conformity with its constitution and by-laws, and such decision shall be final and binding upon the member appealing, and his signature to the constitution of this association shall be witness of his agreement thereto.

When affidavit is required.—A member who becomes sick or disabled, and who resides so far outside the city limits as to make it inconvenient for a committee to visit him, must accompany his application with the affidavit of a physician, sworn to before a notary public, or any other officer using a seal, which affidavit shall be received only as prima facie evidence of the sickness of the applicant for relief, and may be rebutted by any other evidence which may come to the knowledge of the association.

Benefits allowed.—Benefits shall not be paid for less than one nor more than six weeks' sickness in one association year: *Provided,* That one week shall be held to consist of six consecutive working days; and no benefits shall be paid for the fractional part of a week, except in case of the death of a member while receiving benefits, when he shall be granted benefits for the week in which his decease occurs.

When entitled to benefits.—Benefits shall not be paid to a member until he has paid monthly dues and been a member for two months, which membership shall commence the first day of the month following the day of his election.

Chronic disease.—Any member claiming benefits on account of disease which is found to have been contracted and to have manifested itself prior to his admittance shall be allowed such benefits as the association may deem advisable: *Provided, however,* The applicant has truly informed the association of his condition prior to his election to membership. If he is found to have made false statements, he shall receive no benefits whatever.

Feigned sickness.—Any member who shall feign sickness or disability for the purpose of obtaining the weekly benefits shall be expelled from the association, forfeiting all moneys paid in.

Excessive indulgence.—No benefits shall be paid for sickness arising from excessive indulgence or indiscretion.

REVENUE.

Initiation fee.—Every application for membership in this association must be accompanied by an initiation fee of one dollar and be indorsed by a member of the governing committee.

Monthly dues.—Every member of the association shall pay each month, on or before the 15th, to the financial secretary or his representative, the sum of one dollar, which shall entitle him to all the benefits and privileges of the association.

Should he fail to make such payment, he shall forfeit his right to benefits for that month. And any member who shall fail to make such payment during that month shall be dropped from the roll of membership, and forfeit all right and claim to relief and benefit from the same. Nor shall any person after having been dropped for nonpayment of dues again become a member of this association except by making application for new membership.

SALARIES.

Officers.—The officers' salaries per annum shall be as follows: President, $10; vice president, $10; recording secretary, $60; financial secretary, $100; treasurer, $60.

Committees.—The members of the governing committee shall each receive $10 per annum. The members of the finance committee shall each receive $5 per annum.

ELECTION AND OBLIGATION OF OFFICERS.

The annual election and installation of officers shall take place at the December meeting. The voting shall be by ballot, and it shall require a majority vote of those present to elect: *Provided,* That in the event of a vacancy during the year, caused either by the death, resignation, or other inability of any officer to perform his duties (such vacancy occurring in the interval between regular monthly meetings), the governing committee shall elect his successor, to serve until the next regular meeting.

Before assuming the duties of their respective offices, the officers shall take the following obligation: "I, —— ——, do pledge my honor that I will, to the best of my ability, discharge the duties devolving on me as —— of this association, and earnestly endeavor to maintain its integrity."

MONTHLY MEETINGS.

The association shall meet regularly on the first Sunday after the second Monday in each month, at such hour as may be designated by the recording secretary. Special meetings may be held, as provided for above, and any business that may properly come before a regular meeting may be transacted at a special meeting. At all meetings seven members shall constitute a quorum for business.

ATTENDANCE OF OFFICERS.

Should an officer of the association, or a member of the governing committee, fail for two consecutive months to attend the meetings of the association or governing committee, his office shall be declared vacant and his successor elected or appointed at the next regular meeting, unless he furnishes a reasonable excuse for not attending.

PRESERVATION OF PAPERS.

All applications for membership, letters, bills, reports, or communications pertaining to the business of the association shall be preserved for future reference by the proper officers.

WITHDRAWAL.

No member shall be entitled to demand the return of any money which he shall pay into the treasury of this association, except in case of his withdrawing from the employ of the office, voluntarily or otherwise; but in the event of his failure to comply with the constitution and by-laws he shall forfeit all right to the same and all participation in the benefits thereof, and his signature to the constitution shall be a testament of his agreement thereto.

Members who resign or are discharged from employment in the Government Printing Office, or any of its branches, and who leave the city, are requested to withdraw from the association, and the secretaries shall so record them.

DROPPED MEMBERS.

No member of this association who, after having drawn benefits, allows himself to be dropped shall again be eligible to membership.

FRAUD.

Should any member be accessory to any imposition, or aid or abet any other member in practicing a fraud upon this association, he shall be considered as guilty as the impostor, and also be expelled, forfeiting all moneys paid in.

SIGNING CONSTITUTION.

Each member shall sign a book to be kept by the recording secretary, which shall contain the constitution, and shall then become a member in good standing, entitled to all the reliefs and benefits of this association, subject to the conditions of this constitution and by-laws.

AMENDING THE BY-LAWS.

The by-laws must be amended in the mode provided for in the constitution.

The association has been a success from its inception. During the thirteen years and nine months of its existence it has furnished assistance to 682 sick or disabled members to the amount of $17,860, covering a period of 1,786 weeks. The total amount paid into the treasury during this time as dues, initiation fees, and fines has aggregated $51,885; and the disbursements for pro rata dividends have amounted to $31,242. The average pro rata dividend for the 13 full years was $9.05 per year, making the average cost per year for each member but $2.95.

By referring to the financial statement, it will be seen that a person who has been a member from the beginning of the association will have received as dividends the sum of $123.88, in addition to the benefits which he may have been entitled to on account of sickness. Thus relief has been furnished at actual cost, which was the object in view, and, though not so intended, the association has operated as a savings institution. The employees of the Government Printing Office now number over three thousand.

MEMBERSHIP AND OPERATIONS OF THE GOVERNMENT PRINTING OFFICE MUTUAL RELIEF ASSOCIATION.

Year ending—	Members.	Members drawing sick benefits.	Aggregate weeks of sick benefits.	Payments for sick benefits.	Receipts from dues.	Receipts from initiation fees.	Pro rata dividend to each member.	Cost of insurance per member.
November 30—								
1883 (*a*)	49	5	9	$90	$286	$46	$6.24	$2.76
1884	113	20	44	440	993	64	7.94	4.06
1885	142	20	39	390	1,258	*b* 98	10.33	1.67
1886	189	28	53	530	2,148	*b* 194	11.30	.70
1887	246	37	106	1,060	2,630	*b* 252	9.00	3.00
1888	204	38	95	950	3,299	*b* 241	10.00	2.00
1889	418	59	163	1,630	4,285	*b* 349	8.85	3.15
1890	356	58	150	1,500	4,143	275	9.00	3.00
1891	395	65	181	1,810	4,655	333	8.70	3.30
1892	410	66	193	1,930	4,917	270	8.55	3.45
1893	415	73	191	1,910	4,994	275	8.45	3.55
1894	314	65	155	1,550	4,622	63	8.87	3.13
1895	424	60	182	1,820	4,691	162	8.00	4.00
1896	538	88	225	2,250	6,181	161	8.65	3.35

a Nine months only. *b* Including fines.

EQUITABLE RELIEF ASSOCIATION, WASHINGTON, D. C.

Following the successful operation of the Mutual Relief Association, another association was formed in the Government Printing Office May 16, 1893, but its membership was not confined to that office, as was the case with the older association. Only white male persons were eligible. Its essential features are about the same as those of the other association. In the event of sickness or other disability of any member, he is entitled to $10 per week. Such benefits are not paid for less than one nor more than six consecutive weeks' sickness from the same cause in one fiscal year. One week consists of six consecutive working days, and no benefits are paid for fractional parts of a week except in case of the death of a member while receiving benefits, when he is granted benefits for the week in which his death occurs. Benefits are not paid to a member until he has been connected with the association for two months and paid monthly dues for that period. Monthly dues are $1, and the initiation fee is the same. Members allowing themselves to be dropped from the association after having drawn benefits are not again eligible to membership.

Pro rata dividends are declared at the annual meetings of all funds in the treasury to all members of the association entitled thereto. Members having received benefits amounting to more than the pro rata dividend are not entitled to further dividends. Pro rata dividends are also paid to members in good standing who may voluntarily resign, and who have not drawn sick benefits equal to the amount of the dividend. The association may be disbanded by a vote of three-fourths of the members in good standing present at any meeting, one week's notice having previously been given. Not less than 25 members shall constitute a quorum at such meeting. The funds are distributed pro rata among the members in good standing at the time of the disbandment.

The operations of the Equitable Relief Association for each year of its existence are shown in the table following. From the figures therein it will be seen that for the comparatively small monthly payment of $1 those composing the membership not only secured for themselves a fair weekly income in case of sickness, but had returned to them at the end of the year about three-fourths of the amount they had paid in:

MEMBERSHIP AND OPERATIONS OF THE EQUITABLE RELIEF ASSOCIATION.

Year ending-	Members.	Members drawing sick benefits.	Aggregate weeks of sick benefits.	Payments for sick benefits.	Receipts from dues.	Pro rata dividend to each member.	Cost of insurance per member.
December 19—							
1893 (*a*)	90	11	23	$230	$687.60	$5.18	$1.82
1894	123	36	87	870	1,643.50	7.08	4.92
1895	189	24	52	520	1,998.99	9.45	2.55
1896	294	35	89	890	3,422.94	9.12	2.88

a Seven months only.

WOMEN'S BINDERY MUTUAL RELIEF, WASHINGTON, D. C.

This association is composed exclusively of female employees of the Government Printing Office, and was organized December 6, 1894. The membership was 300 on October 1, 1898. The initiation fee is 50 cents, and the dues are 50 cents per month. Sick benefits are $5 per week. All funds on hand are divided pro rata among the members annually. The general rules of the Women's Bindery Mutual Relief are based on the same plans as the earlier-formed associations of the Government Printing Office.

WORLD BENEFIT ASSOCIATION, NEW YORK, N. Y.

In some cities, where large numbers of compositors and others engaged in the printing and allied trades are employed in a single establishment, the usual form of relief associations has been modified by incorporating a money-loaning provision in the by-laws. By this provision the members may secure short-time loans at a moderate rate of interest, and the amount of the pro rata dividend is therefore increased.

The World Benefit Association, one of the three relief associations existing in the New York World newspaper office, furnishes an illustration of this feature, which is well described in the following section from Article VII of the constitution:

SECTION 1. The secretary-treasurer shall have power to loan all funds in excess of $30 to members of the association in good standing (free from any indebtedness) to an amount not to exceed $10 to any individual member, and at a rate of interest of 2 per cent per week, interest to be paid weekly. Said $10 loan to be divided into two classes: Class A and Class B. In Class A, members are entitled to a loan of $5 in the order of their application. Class B: When all the members who wish it have received Class A loans, an extra $5 may be loaned to them in the order of their application. Should it be necessary to call in the loans at any time to prevent an assessment, the loans taken out in Class B shall be the first called in, and in the order in which they were loaned out. The secretary-treasurer shall make a note of Class B loans on the stub opposite the borrowers' names.

Section 2 provides that no names shall be received for loans for a new term more than three weeks prior to the closing of a term.

This association was organized April 16, 1895. Membership is open to employees from any department of the World office. Dues were 25 cents per week until the last period, when they were increased to 50 cents per week. Ten dollars per week is paid for sickness for a period of 13 weeks. Relief is not allowed if caused from the immediate effect of drunkenness. Members are exempt from payment of dues during illness. Members who have received benefits shall be entitled to a share of the semiannual dividends the same as other members.

MEMBERSHIP AND OPERATIONS OF THE WORLD BENEFIT ASSOCIATION.

Six months ending—	Members.	Members drawing sick benefits.	Aggregate weeks of sick benefits.	Payments for sick benefits.	Receipts from dues.	Receipts from initiation fees and interest.	Pro rata dividend to each member.
October 15, 1895	47	10	28	$280	$344.50	$276.90	$4.65
April 14, 1896	71	15	39	390	478.25	266.25	3.50
October 13, 1896	109	17	58	580	749.25	402.25	4.00
April 13, 1897	131	17	65	650	883.00	323.60	3.00
October 12, 1897	140	15	50	500	1,800.00	423.00	11.50

WORLD MUTUAL BENEFIT SOCIETY, NEW YORK, N. Y.

The three relief associations in the World newspaper office are conducted upon similar lines. The financial operations of the World Mutual Benefit Society show more clearly than the others the results of the interest-bearing loan feature. In this association settlements are made semiannually. The amount of interest received since its organization on July 5, 1892, has aggregated $3,578.85, resulting in increasing the pro rata dividend largely and in some instances reducing the cost of relief to nothing for the half year.

Employees of the World composing-room floor over 21 years of age are eligible to membership. The initiation fee is $1 and the weekly dues are 25 cents. Sick benefits are paid not to exceed 13 weeks in any half year, and sick members are exempt from paying dues, but are required to pay interest on borrowed money. Sick benefits are not allowed to any member suffering from venereal disease or from the immediate effects of drunkenness. Members receiving benefits during the term are not entitled to a dividend. Those leaving the employ of the office and continuing to pay weekly dues may retain their membership until the end of the term, and are entitled to all benefits and a pro rata share in the semiannual dividend. Any funds of the association in excess of $50 may be loaned to members in amounts not to exceed $5 at 5 per cent interest per week.

MEMBERSHIP AND OPERATIONS OF THE WORLD MUTUAL BENEFIT SOCIETY.

Six months ending—	Members.	Members drawing sick benefits.	Aggregate weeks of sick benefits.	Payments for sick benefits.	Receipts from interest on loans to members.	Receipts from dues.	Receipts from initiation fees.	Pro rata dividend to each member.	Cost of insurance per member.
December 31, 1892	96	7	35	$350	$323.80	$696.25	.....	$5.00	$1.50
June 30, 1893	123	20	85	850	353.85	763.75	$38	2.25	4.25
December 31, 1893	118	11	44	440	448.20	756.05	14	6.50	.....
July 31, 1894 (*a*)	121	11	52	520	503.10	787.00	16	3.75	2.75
January 31, 1895	110	5	23	230	378.20	661.00	5	7.40	.....
July 31, 1895	112	15	63	630	285.00	701.00	12	3.50	3.00
January 31, 1896	114	14	69	690	237.60	727.50	.....	2.00	4.50
July 31, 1896	120	11	35	350	381.65	761.25	17	6.50	.....
January 31, 1897	115	14	59	590	332.35	712.50	8	4.00	2.50
July 31, 1897	114	13	55	550	335.10	712.25	8	4.25	2.25

a No financial operations for one month.

COMPOSING-ROOM RELIEF ASSOCIATION OF THE WORLD, NEW YORK, N. Y.

This association was organized October 5, 1889, and reorganized November 6, 1894. No persons are eligible for membership except those employed in the composing room. The dues are 25 cents, payable weekly. The sum of $10 per week is paid to any member sick or incapacitated for work, limited to 13 weeks in any half year. The funds of the association in excess of $50 may be loaned to members in amounts not to exceed $5, at the rate of 2 per cent interest per week. The funds of the association are divided pro rata among the members in good standing in the months of May and November of each year, after deducting the sum of $1 per member.

MEMBERSHIP AND OPERATIONS OF THE COMPOSING-ROOM RELIEF ASSOCIATION OF THE WORLD.

Six months ending—	Members.	Members drawing sick benefits.	Aggregate weeks of sick benefits.	Payments for sick benefits.	Receipts from dues.	Receipts from initiation fees and interest.	Pro rata dividend to each member.	Cost of insurance per member.
May, 1890	48	(a)	12	$120	$312	$2	$2.25	$4.25
November, 1890 (b)	67	(a)	21	210	427	.....	1.60	4.99
May, 1894	209	(a)	52	520	681	767	2.25	4.25
November, 1894	174	(a)	148	1,480	1,410	470	.65	5.85
May, 1895	116	15	45	450	775	430	4.60	1.90
November, 1895	123	15	59	590	788	511	4.25	2.25
May, 1896	141	24	79	790	910	415	2.00	4.50
November, 1896	147	15	70	700	953	454	3.00	3.50
May, 1897	160	14	71	710	995	431	2.50	4.00
November, 1897	149	12	65	650	950	500	2.75	3.75

a Not reported. b No data obtainable for the time between November, 1890, and November, 1893.

NEW YORK TIMES MUTUAL BENEFIT ASSOCIATION, NEW YORK, N. Y.

Any person employed in the composing room of the New York Times may become a member of this association upon making a deposit of $2 with the secretary-treasurer, together with a certificate of good health, if deemed necessary, from a regular physician. The weekly dues are 25 cents, sick members being exempt. The sum of $10 per week is paid to any sick or incapacitated member, but no benefit is paid for a fractional part of a week. The funds of the association are divided pro rata among the members in good standing, who have not drawn three weeks' benefits, in the months of June and December of each year, after deducting the sum of $2 per member, which sum so deducted remains in the treasury, except in case of withdrawals. Members leaving the office must sever their connection with the association and receive their pro rata share of the funds up to the date of leaving. Money is loaned to members, but not to exceed $15 at any one time. New members can not borrow money until after they have been members four weeks. Money is also loaned without interest for short periods upon resolution of the association.

Since 1883, when the association was organized, 105 members have drawn $9,300 in benefits, aggregating 930 weeks' sickness, and the sum of $4,300 has been divided pro rata among the members. The sum of $15,860 has been received from dues.

MAIL AND EXPRESS BENEVOLENT SOCIETY, NEW YORK, N. Y.

This relief association is restricted to members of Typographical Union No. 6, of New York, employed in the Mail and Express composing room, and was organized in 1887. It has made a remarkable showing in connection with its interest-loaning feature, the interest from loans aggregating so much that the pro rata dividends have amounted to more than the cost of insurance per member in each half-year period, with one exception. The dues are 25 cents per week. In the event of sickness or other disability, $10 per week is paid, limited to 16 weeks' continuous relief. Members receiving benefits exceeding the pro rata share are not entitled to dividends. The table shows the operations of the society from 1893, data for previous years not being obtainable, as the books were destroyed.

MEMBERSHIP AND OPERATIONS OF THE MAIL AND EXPRESS BENEVOLENT SOCIETY.

Six months ending—	Members.	Members drawing sick benefits.	Aggregate weeks of sick benefits.	Payments for sick benefits.	Receipts from dues and interest.	Pro rata dividend to each member.	Cost of insurance per member.
June 30, 1893	37	3	8	$80	$346.30	$6.95	.....
December 31, 1893	39	2	9	90	400.16	7.30	.....
June 30, 1894	33	1	3	30	353.20	8.85	.....
December 31, 1894	35	.....	.....	.....	393.50	10.10	.....
June 30, 1895	37	4	9	90	342.85	6.50	.....
December 31, 1895	31	3	20	200	232.50	.....	$7.50
June 30, 1896	38	1	7	70	354.20	6.60	.....
December 31, 1896	36	2	4	40	375.80	8.70	.....
June 30, 1897	33	1	3	30	353.20	8.85	.....

PRESS BENEVOLENT ASSOCIATION, NEW YORK, N. Y.

This association was organized January 1, 1888, and its membership restricted to employees of the newspaper composing room. Dues are 25 cents per week, but a member who is ill is exempted during such illness. Death benefits are paid by an assessment of $1 per member. Two weeks' arrearage in dues causes a member to forfeit his membership. In case the regular dues are not sufficient to pay benefits an assessment is levied. Statistics are not available, except for the year ending August 1, 1897, which are as follows: Number of members, 50; number of members drawing sick benefits, 14; aggregate number of weeks of sick benefits, 52; amount paid in sick benefits, $526.05; number of deaths, 2; amount paid in death benefits, $97; amount received from dues, $637; amount received from initiation and other fees, $100; pro rata dividend to each member, 75 cents.

TRIBUNE BENEFIT ASSOCIATION, NEW YORK, N. Y.

This association was organized April 7, 1889. Any member of the working force in the composing room or its dependencies, in ordinary good health and drawing a salary of $15 or over per week, is eligible to membership. The initiation fee is $1, and the weekly dues are 25 cents. A reserve fund is held to the amount of $200, and, if necessary, assessments are levied to maintain it. In the event of the death of a member in good standing the sum of $100 is paid to the family of the deceased or representative thereof. The funds of the association, except the reserve noted above, are divided among the members pro rata semiannually.

MEMBERSHIP AND OPERATIONS OF THE TRIBUNE BENEFIT ASSOCIATION.

Year.	Members.	Members drawing sick benefits.	Aggregate weeks of sick benefits.	Payments for sick benefits.	Death benefits.	Payments for death benefits.	Receipts from dues.	Receipts from initiation fees.	Pro rata dividend to each member.
1889 (*a*)	58	6	31	$310	.....	.....	$475	$2	.....
1890	56	6	29	290	.....	.....	413	1	.....
1891	59	8	31	310	.....	.....	312	8	.....
1892	60	14	30	300	.....	.....	880	41	$3.75
1893	62	16	73	730	1	$100	961	7	1.25
1894	58	7	41	410	.....	.....	750	9	1.75
1895	58	5	22	220	3	300	880	14	2.50
1896	58	10	40	400	1	100	880	20	2.00
1897 (*b*)	59	3	23	230	.....	.....	367	4	1.75

a Nine months only. *b* Six months.

DAILY NEWS SICK BENEFIT AND LOAN ASSOCIATION, NEW YORK, N. Y.

This association was organized August 24, 1896. The membership is open to printers, editors, and reporters. The initiation fee is $1, and the weekly dues are 25 cents. Surplus money is loaned to members at a low rate of interest. Statistics are available only for the six months ending August 23, 1897, and are as follows: Number of members, 39; number of members drawing sick benefits, 1; number of weeks of sick benefits, 4; amount paid for sick benefits, $28; amount received from dues, $251.25; amount received from initiation fees, $39; pro rata dividend to each member, $5.31; cost of insurance per member, $1.19.

SICK BENEFIT SOCIETY OF THE GERMAN PRINTERS OF NEW YORK, N. Y., AND VICINITY.

This society (Der Kranken-Unterstützungsverein der Deutschen Buchdrucker von New York und Umgegend) was founded January 31, 1852, and the constitution was revised January 4, 1891, and October 7, 1894. Its membership is open to all persons in good standing in the German-American Typographia and the International Typographical Union, and who pass a physician's examination as to good health. According to the revised constitution the initiation fee is $2. Dues are 15 cents

per week. An assessment of 75 cents is made upon the death of a member, and the society sets aside the sum of $100 for funeral expenses. If the deceased leaves no relatives, the executive committee attends to the burial, and any surplus that may remain, if the deceased has not otherwise provided, reverts to the fund of the society. An assessment of 25 cents is made upon the death of a member's wife, if he has been a member of the society at least six months, and the sum of $50 is paid for the funeral expenses.

During sickness or disability the sum of $5 per week is paid until the member has drawn $300, and afterwards the benefit is reduced to $3 per week until the amount reaches $200 more, or $500 in all, when all such payments cease. When a member has drawn $500, the association may, by the payment of an additional $100, purchase a release, whereby all obligations of the society toward the member may be extinguished. Every person is entitled to benefits who has been a member three months and has promptly paid his dues. If a member leaves the city of New York, but remains within the United States, he may retain his membership by paying dues three months in advance and 25 cents per quarter additional.

Complete data for this society are not available.

According to the schedule received from the society, the following data for the year ending June 30, 1897, are obtained: Number of members, 66; number of members drawing sick benefits, 17; aggregate number of weeks of sick benefits, 127; amount paid for sick benefits, $501; number of deaths, 4; amount paid for death benefits, $350; cost of insurance per member, $10.80.

WYNKOOP & HALLENBECK BENEFIT ASSOCIATION, NEW YORK, N. Y.

This association was organized March 18, 1893. Any person (male or female) in the employ of Wynkoop & Hallenbeck, printers, who is in good physical health is eligible to membership and may participate in the benefits of the association, provided that in case of sickness or disability such condition is not the direct result of his or her misconduct. By the amended constitution of November 3, 1894, the initiation fee is $1 and the dues are 25 cents per month. If at any time it be deemed necessary, the board of managers may order an assessment to meet any extraordinary claims upon the association. All applicants for membership are required to pass a medical examination before being admitted into the association. Members in good standing who may be prevented by sickness or injury from pursuing their usual vocations receive $6 per week for the first 12 weeks (and at the rate of $6 per week for fractions of a week beyond one week) of such sickness or injury; $3 per week for the ensuing 6 weeks, and for any subsequent period during which such ailment shall continue, a sum which shall be determined upon at a special meeting called to take action

upon the case. No benefits shall be paid for disability continuing less than one week. No person shall be entitled to benefits until he or she shall have been a member in good standing for three months. In case of the death of a member in good standing, the sum of $75 shall be paid to the legal representative of such deceased member. Should there not be sufficient money in the treasury to meet the demand, an assessment shall be collected from each surviving member to meet the deficiency. The association shall not be dissolved while 50 members remain in good standing.

MEMBERSHIP AND OPERATIONS OF THE WYNKOOP & HALLENBECK BENEFIT ASSOCIATION.

Year ending—	Members.	Members drawing sick benefits.	Aggregate days of sick benefits.	Payments for sick benefits.	Death benefits.	Payments for death benefits.	Receipts from dues.	Receipts from initiation and other fees.	Cost of insurance per member.
March 17, 1894	93	7	82	$82.00	1	$87.00	$295.50	$18.54	$3.00
February 28, 1895	97	13	135	135.00	.....	.....	274.50	30.13	3.00
February 29, 1896	108	12	205	205.00	.....	.....	268.50	152.83	3.00
February 28, 1897	103	12	185	185.00	1	75.00	299.75	231.63	3.00

STANDARD-UNION MUTUAL BENEFIT ASSOCIATION, BROOKLYN, N. Y.

This association was organized December 27, 1887. The membership is restricted to employees of the Standard-Union. There is a loan feature attached, borrowing members being charged a sufficient interest, pro rata, to pay the expense of management. The rate of interest varies according to the amount borrowed, but will average 2 per cent per month.

MEMBERSHIP AND OPERATIONS OF THE STANDARD-UNION MUTUAL BENEFIT ASSOCIATION.

Year.	Members.	Members drawing sick benefits.	Aggregate weeks of sick benefits.	Payments for sick benefits.	Receipts from dues.	Pro rata dividend to each member.	Cost of insurance per member.
1888	21	2	7	$49	$262.50	$10.15	$2.35
1889	24	.....	.....	.....	250.50	12.50	.....
1890	25	1	12	84	263.00	7.10	5.40
1891	30	.....	.....	.....	375.00	12.50	.....
1892	30	4	10	70	375.00	10.15	2.35
1893	30	1	5	35	375.00	11.30	1.20
1894	32	.....	.....	.....	400.00	12.50	.....
1895	36	3	13	91	450.00	9.90	2.60
1896	36	2	6	42	450.00	11.35	1.15

UTICA TYPOGRAPHICAL BENEFIT ASSOCIATION, UTICA, N. Y.

This association was organized March 14, 1891. Any member of Utica Typographical Union, No. 62, who has been such for three consecutive months, is entitled to membership. An initiation fee of 50 cents is charged, and each member pays 25 cents per week until the amount of $5 has been paid, after which he is not required to pay dues. When the amount of money in the treasury falls below $3 per capita the weekly dues of 25 cents are resumed until the sum in the treasury is again $5 per capita. A member having paid dues to the amount of $5, and wishing to withdraw from the association, shall be entitled to 50 per cent of his pro rata share of the fund as it then stands. The amount of sick benefits a member shall receive is $5 per week, limited to not more than 26 weeks in any 52 consecutive weeks. Dues are remitted during sickness. On the death of a member in good standing an assessment of $1 is levied upon each member; if there is sufficient surplus over $5 per capita, the death benefit shall be paid from said surplus and no assessment levied.

The funds of the association are loaned to members, not to exceed $5 to each, at the rate of 3 per cent per week. The interest received from loans has kept the amount in the treasury above $3 per capita, and no member has paid dues, except new members, since September 7, 1895. Dividends may be declared semiannually and divided pro rata among all members of the association, if so ordered by a two-thirds vote at the semiannual meetings. Statistics are not available for the years preceding 1895.

MEMBERSHIP AND OPERATIONS OF UTICA TYPOGRAPHICAL BENEFIT ASSOCIATION.

Year ending—	Members.	Members drawing sick benefits.	Aggregate weeks of sick benefits.	Payments for sick benefits.	Death benefits.	Payments for death benefits.	Receipts from dues, initiation fees, interest, etc.	Pro rata dividend to each member.
December 31, 1895....	47	(a)	69	$345	1	$44	$815.74	$6.42
December 31, 1896....	59	11	61	305	.....	.....	731.44	6.89
August 31, 1897 (b) ...	50	8	35	175	2	106	471.01	5.52

a Not reported. b Eight months.

BOSTON HERALD COMPOSING ROOM MUTUAL BENEFIT ASSOCIATION, BOSTON, MASS.

This association was organized in October, 1884. The membership is confined to employees of the Herald composing room. Regarding the payment of dues, the following sections from the constitution are quoted:

SECTION 14. Each member shall deduct in his weekly bill the sum of 50 cents as dues to this association until the funds in the hands of the secretary-treasurer shall amount to $200, and thereafter the assess-

ment shall be 10 cents per week, and for each week in which no bill is rendered the amount of the assessment of that week shall be deducted in the first bill presented thereafter. All assessments shall be suspended during the time a member draws relief.

SEC. 15. Whenever the amount in the hands of the secretary-treasurer shall fall below the sum of $100 an extra assessment per member shall be levied, to be deducted as provided for in section 14, the secretary-treasurer to post a notice of the extra assessment in a conspicuous place in the office before the preceding Tuesday.

The amount paid for sick benefits is $1 per day, but benefits are not allowed for more than 13 weeks in any six months. On the death of a member $50 is paid to the family or nearest of kindred of the deceased. During the past seven years the association has paid 13 death benefits, amounting to $650. The association also embraces a money-loaning feature extending to those who have been members for three months. A member may borrow a sum not to exceed $15. Statistics for the years preceding 1890 are not available.

MEMBERSHIP AND OPERATIONS OF THE BOSTON HERALD COMPOSING ROOM MUTUAL BENEFIT ASSOCIATION.

Year.	Members.	Members drawing sick benefits.	Aggregate days of sick benefits.	Payments for sick benefits.	Receipts from dues.	Receipts from initiation and other fees and interest.	Pro rata dividend to each member.
1890	166	32	1,280	$1,280	$1,319.40	$487.84	.....
1891	161	34	1,291	1,291	1,165.60	720.00	.....
1892	171	32	1,097	1,097	766.60	1,871.35	.....
1893	178	33	1,160	1,160	830.10	2,411.95	$13.50
1894	139	46	1,461	1,461	762.90	1,831.35	5.00
1895	141	22	796	796	622.90	1,146.10	.....
1896	143	25	904	904	688.30	1,804.25	10.00

POST SICK BENEFIT SOCIETY, BOSTON, MASS.

This association was organized January 1, 1892. Only employees of the composing room are eligible to membership. The initiation fee is $2. One dollar per member is retained in the treasury each quarter to form a sinking fund, until the sum of $5 per member has been accumulated, at which time the $1 assessment or contribution shall cease. Anyone who is eligible may join at any time during the quarter by paying an amount equal to that to the credit of each member. The dues are 50 cents per week, and in case a member neglects or refuses to pay his dues for three consecutive weeks his name is dropped from the membership list and he forfeits all money previously paid.

Money is loaned to members at the rate of 1 per cent per week. In the event of a surplus fund in the treasury the secretary-treasurer may, at his discretion, loan money to persons not members, provided the persons desirous of borrowing have a sufficient amount due them for work performed in the Post composing room to cover said loan. Sick or disabled members are paid $1 per day. No one is entitled to bene-

fits until he has been a member at least four weeks, nor to more than three months' benefits in any six months. All benefits are paid weekly, and the dues of a member who is sick more than one week are remitted. Withdrawing members are entitled to a pro rata share of all money in the treasury at the time of withdrawal. The pro rata division occurs every thirteenth week, unless otherwise voted by the association.

The financial affairs of the association being closed every 13 weeks and the accounts audited, it was not deemed necessary by the society to retain data after the close of the year. During the year ending January 1, 1897, the association paid $224 to 9 sick members, covering an aggregate of 32 weeks, and collected $850 from dues, initiation fees, and interest.

MUTUAL BENEFIT ASSOCIATION OF THE POST, BOSTON, MASS.

This association was organized June 1, 1896, and only persons working for the Post are eligible to membership. Members who joined the association prior to July 15, 1896, were exempt from paying an initiation fee; to those joining after that date the initiation fee is $1. The dues are 10 cents per week, and when the sum of $100 has accumulated in the treasury dues cease until the sum becomes less than $100, when the regular dues of 10 cents per week are again collected. No funds are loaned or paid out for any purpose whatever except for sick benefits, which are paid at the rate of $5 per week (seven days constituting a week); but no benefits are given for any illness or disability of less than one full week, nor for more than 10 weeks in any one year.

In accordance with the constitutional provision that no dues shall be collected when the sum of $100 has accumulated in the treasury, there were none collected during the months of March, April, and May, 1897. The membership and operations of the association for the year ending June 1, 1897, are as follows: Number of members, 34; number of members drawing sick benefits, 4; aggregate weeks of sick benefits, 7; amount paid for sick benefits, $35; amount received from dues, $138; amount received from initiation fees, $3; cost of insurance per member, $3.05.

ADVERTISER AND RECORD BENEFIT AND LOAN ASSOCIATION, BOSTON, MASS.

This association was organized September 15, 1895. Employees in any department are eligible to membership. The dues are 25 cents, payable weekly. Sick benefits are $7 per week. The association also loans money to its members.

MEMBERSHIP AND OPERATIONS OF THE ADVERTISER AND RECORD BENEFIT AND LOAN ASSOCIATION.

Year ending—	Members.	Members drawing sick benefits.	Aggregate weeks of sick benefits.	Payments for sick benefits.	Receipts from dues.	Receipts from initiation and other fees and interest.	Pro rata dividend to each member.
September 15—							
1896	50	3	39	$273	$650	$414	$8
1897	48	2	7	49	614	382	17

ROCKWELL & CHURCHILL MUTUAL BENEFIT ASSOCIATION, BOSTON, MASS.

This association was organized in July, 1878, and is one of the oldest associations paying sick and death benefits. The dues are only 5 cents per week, a fact for which the association is noted. The initiation fee is $2, and assessments may be levied from time to time. The essential features of the association are given in the revised constitution and by-laws adopted at the meeting in November, 1894. Any employee in the office of Rockwell & Churchill, printers, is eligible to membership, provided he or she has been in their employ at least six months, consecutively, immediately preceding the application. Members leaving the establishment may continue their membership as long as they conform to the requirements of the constitution. The members are allowed to borrow small sums from the association at the rate of 1 per cent per week. It is stated that the interest received from this source amounts to nearly as much as the amount received from dues.

Sick benefits of $5 per week are paid, but are not continued for a longer time than 13 weeks in the course of one year from the date of first application. On the death of a member the sum of $75, less all debts which may have become due from the deceased, is paid to the heirs. Prior to July, 1885, an assessment of $1 per member was made for death benefits. For the purpose of carrying out the objects of the association a fund is established upon which no drafts are made that will reduce it to less than $500. In case there is not sufficient money in the treasury, in excess of $500, to meet claims which have accrued, an assessment, not to exceed 50 cents, is levied pro rata upon the members. The association may not be dissolved so long as ten members are willing to continue it. Should the membership decrease to nine these nine may dispose of the funds as they deem proper, after which the association ceases to exist.

MEMBERSHIP AND OPERATIONS OF THE ROCKWELL & CHURCHILL MUTUAL BENEFIT ASSOCIATION.

Year ending—	Members.	Members drawing sick benefits.	Aggregate weeks of sick benefits.	Payments for sick benefits.	Death benefits.	Payments for death benefits.	Receipts from dues.	Receipts from initiation fees.
July, 1879	55	6	43	$215	1	$55	$140.00	$56
July, 1880	61	11	99	495	.....	.....	164.00	11
July, 1881	83	7	74	370	.....	.....	220.00	23
July, 1882	101	25	96	480	2	169	255.00	31
July, 1883	89	13	110	550	1	89	239.10	4
July, 1884	79	13	111	555	2	162	213.65	6
July, 1885	81	6	37	185	1	75	206.15	21
July, 1886	89	11	81	405	2	150	231.50	30
July, 1887	76	19	136	680	3	225	205.40	.....
July, 1888	69	12	67	335	1	75	180.50	.....
July, 1889	79	23	116	580	1	75	164.27	15
July, 1890	96	24	95	475	2	150	214.05	28
July, 1891	91	16	72	360	1	75	220.50	4
July, 1892	123	24	87	435	.....	.....	252.45	42
July, 1893	122	33	106	530	.....	.....	322.65	11
July, 1894	126	27	91	455	.....	.....	327.80	7
January 31, 1895 (*a*)	129	14	64	320	.....	.....	187.40	9
January 31, 1896	126	29	129	645	1	75	326.50	8
January 31, 1897	124	23	151	755	.....	.....	324.55	10

a Seven months.

UNIVERSITY PRESS RELIEF ASSOCIATION, CAMBRIDGE, MASS.

This association was organized March 3, 1883. Any person employed in any capacity in the University Press, in good health, is eligible to membership. A member becoming sick or disabled is entitled to the sum of $5 per week, limited to seven weeks in the year, except by unanimous vote of the investigating committee. Dues are remitted during illness. The dues are 10 cents for each fortnight. The investigating committee is composed of 9 members, 3 of whom are women.

MEMBERSHIP AND OPERATIONS OF THE UNIVERSITY PRESS RELIEF ASSOCIATION.

Year.	Members.	Members drawing sick benefits.	Payments for sick benefits.	Receipts from dues, etc.
1883 (*a*)	86	8	$163.85	$223.60
1884	110	28	382.45	286.00
1885	118	19	308.39	306.80
1886	128	18	295.36	332.80
1887	158	27	493.00	410.80
1888	144	22	429.18	374.40
1889	136	22	414.17	353.60
1890	178	35	411.99	586.31
1891	165	21	305.64	507.77
1892	208	26	526.65	687.97
1893	208	35	597.82	648.89
1894	156	28	455.83	595.17
1895	158	17	321.67	459.94
1896	154	34	500.79	530.67

a Ten months only.

RIVERSIDE PRESS MUTUAL BENEFIT ASSOCIATION, CAMBRIDGE, MASS.

This association was organized August 30, 1883. The membership is limited to a single establishment, The Riverside Press, but may include members of the firm and clerks as well as employees of the printing, binding, and electrotype departments. Leaving the employ of the establishment terminates membership in the association.

The fee for admission to the association is $1 for adult males and indentured apprentices and 50 cents for all other persons. The dues are 10 cents per week for adult males and indentured apprentices and 5 cents per week for all other persons. The benefits for sick or disabled members are, for adult males and indentured apprentices, $6 per week; for others, $3 per week, payment to be computed from the commencement of the disability, and all arrearages to be deducted from the first payment. No member shall receive benefits for any fractional part of the first week of disability, nor for more than 13 weeks in any one year, except upon a two-thirds vote of the association. Benefits are not paid to members of less than two months' standing. Members are not required to pay dues or assessments while receiving benefits. A death benefit of $50 is paid to the immediate relatives or friends of deceased members, or used to defray funeral or other expenses at the discretion of the board of government.

Money received from the female members of the association is applied to the payment of sick and death benefits of female members only. All other money received is used to pay the running expenses of the association and the sick and death benefits of the male members.

MEMBERSHIP AND OPERATIONS OF THE RIVERSIDE PRESS MUTUAL BENEFIT ASSOCIATION.

Year.	Members.			Members drawing sick benefits.	Aggregate weeks of sick benefits.	Payments for sick benefits.		
	Males.	Females.	Total.			Males.	Females.	Total.
1883 (*a*)	102	58	160	1	3	(*b*)	(*b*)	$18.00
1884	146	66	212	39	136	$548.00	$137.47	685.47
1885	144	56	200	41	192	674.00	241.25	915.25
1886	158	69	227	36	145	525.50	162.25	687.75
1887	166	75	241	46	176	713.50	182.50	896.00
1888	161	75	236	51	212	812.00	251.75	1,063.75
1889	161	74	235	49	149	683.50	119.50	803.00
1890	159	75	234	57	175	637.00	199.25	836.25
1891	150	72	222	45	143	510.25	207.25	717.50
1892	148	64	212	51	272	1,070.20	349.50	1,419.70
1893	154	64	218	39	178	625.15	234.00	859.15
1894	136	59	195	29	123	571.00	94.75	665.75
1895	142	52	194	39	167	756.00	119.50	875.50
1896	146	41	187	19	54	201.50	67.00	268.50

a Four months only.

b Not reported.

MEMBERSHIP AND OPERATIONS OF THE RIVERSIDE PRESS MUTUAL BENEFIT ASSOCIATION—Concluded.

Year.	Death benefits.			Payments for death benefits.	Receipts from dues.			Receipts from initiation fees.		
	Males.	Females.	Total.		Males.	Females.	Total.	Males.	Females.	Total.
1883 (*a*)	.....	.....	.....	.....	$215.20	$42.00	$257.20	$102.00	$29.00	$131.00
1884	1	1	2	$100	787.00	183.30	970.30	47.00	8.00	55.00
1885	1	.....	1	50	770.50	150.15	920.65	11.00	2.50	13.50
1886	1	.....	1	50	(*b*)	(*b*)	979.97	(*b*)	(*b*)	54.00
1887	1	2	3	150	911.20	196.20	1,107.40	(*b*)	(*b*)	29.00
1888	5	.....	5	250	862.55	197.70	1,060.25	22.00	3.50	25.50
1889	2	.....	2	100	810.00	189.15	999.15	5.00	2.50	7.50
1890	1	1	2	100	797.00	185.90	982.90	11.00	4.00	15.00
1891	2	.....	2	100	799.10	194.40	993.50	5.00	2.50	7.50
1892	.....	1	1	50	771.14	172.25	943.39	15.00	1.50	16.50
1893	3	2	5	250	759.95	143.75	903.70	24.00	7.00	31.00
1894	1	.....	1	50	717.55	157.25	874.80	4.50	1.00	5.50
1895	.....	1	1	50	717.20	146.40	863.60	12.00	3.50	15.50
1896	2	.....	2	100	755.10	111.95	867.05	8.00	1.50	9.50

a Four months only. *b* Not reported.

UNION PRINTERS' BENEFIT ASSOCIATION, CINCINNATI, OHIO.

This association was organized December 19, 1886. The membership is confined exclusively to those in good standing in any union within the jurisdiction of the International Typographical Union. The initiation fee is $1. Dues are payable monthly in advance, and vary from 20 to 35 cents per month, but are remitted during disability, if the disability continues one month or longer. The sum of $7 per week is paid during illness, and fractional parts of weeks pro rata; limited to 12 weeks of continued disability. The board of trustees have power to employ a physician or nurse, secure admission into hospital, or provide a temporary home during such sickness or disability. Any member found guilty of fraud may be expelled by a majority vote of members in good standing present at any regular or special meeting. Should the funds of the association become exhausted, and there be sick or disabled members entitled to benefit, an assessment may be levied upon every member in good standing to meet the existing demand. The falling off in membership in 1895 and 1896 is attributable to the introduction of the linotype machines. The records of the association prior to 1890 are not available.

MEMBERSHIP AND OPERATIONS OF THE UNION PRINTERS' BENEFIT ASSOCIATION.

Year.	Members.	Members drawing sick benefits.	Aggregate days of sick benefits.	Payments for sick benefits.	Receipts from dues.	Receipts from initiation and other fees.	Cost of insurance per member.
1890	115	18	483	$483	$266.55	$325.00	$4.73
1891	95	13	241	241	367.75	.....	3.07
1892	89	11	223	223	270.25	.....	3.07
1893	97	10	197	197	375.00	25.00	2.57
1894	93	10	168	168	239.45	8.66	2.36
1895	55	5	87	87	165 75	5.29	2.50
1896	43	5	80	80	100.25	15.75	2.84

FRANKLIN RELIEF ASSOCIATION, GRAND RAPIDS, MICH.

The membership of this association is restricted to the printing and allied trades. The association was organized in October, 1892.

MEMBERSHIP AND OPERATIONS OF THE FRANKLIN RELIEF ASSOCIATION.

Year ending—	Members.	Members drawing sick benefits.	Aggregate weeks of sick benefits.	Payments for sick benefits.	Receipts from dues, etc.	Pro rata dividend to each member.	Cost of insurance per member.
October 31—							
1893 (*a*)	27	4	7	$70	$359.00	$11.54	$1.96
1894	21	2	9	90	269.50	7.44	5 06
1895	22	3	7	70	279.00	9.73	2.77
1896	29	5	16	130	337.00	8.47	4.03
1897	29	2	7	60	362.50	10.25	2.25

a Thirteen months.

PRINTERS' RELIEF ASSOCIATION, MINNEAPOLIS, MINN.

An association was organized January 1, 1886, solely for the journeymen printers employed in the Tribune and Journal offices. In 1896 the association revised its rules and changed its name to the Printers' Relief Association of Minneapolis. Its membership is limited to those belonging to the various subordinate unions chartered by the International Typographical Union in the city of Minneapolis, either journeymen or apprentices. The initiation fee is 50 cents. From 1886 to 1896 the amount paid for benefits was $1 per day; during the latter year, by amendment to the constitution, the sick benefits were increased to $10 per week. In order to meet the claims of sick members a per capita tax is levied upon each member equal to the amount required, but no assessment is levied while there remains in the treasury an amount equal to 25 cents per capita. No benefits are paid for a period longer than six months.

MEMBERSHIP AND OPERATIONS OF THE PRINTERS' RELIEF ASSOCIATION.

Year.	Members	Members drawing sick benefits.	Aggregate days of sick benefits.	Payments for sick benefits.	Receipts from dues.	Receipts from initiation fees.
1886	54	5	43	$43	$20.25	$27.00
1887	63	2	65	65	72.20	4.50
1888	68	1	56	56	53.25	1.50
1889	68	15	340	340	287.00	11.50
1890	33	6	69	69	69.50	3.00
1891	62	5	78	78	71.50	5.50
1892	52	5	131	131	122.25	16.00
1893	56	2	16	16	40.50	10.00
1894	72	6	160	160	157.75	5.00
1895	82	5	130	130	141.00	7.00
1896	62	9	118	197	203.00	8.50

RECENT REPORTS OF STATE BUREAUS OF LABOR STATISTICS.

MISSOURI.

Nineteenth Annual Report of the Bureau of Labor Statistics and Inspection of the State of Missouri, for the year ending November 5, 1897. Arthur Rozelle, Commissioner. 506 pp.

The following subjects are treated in this report: Value of Missouri products, 2 pages; agricultural and county statistics, 211 pages; Missouri lumber interests, 2 pages; Government lands in Missouri, 3 pages; the three principal cities, 4 pages; manufactures, 195 pages; prison manufactures, 1 page; factory inspection, 13 pages; reports from organized wage-workers, 3 pages; waterworks and electric-light and gas plants, 26 pages; wages of steam and street railway employees, 4 pages; mines, 2 pages; fellow-servant legislation, 8 pages; employment agencies, 4 pages; labor laws, 12 pages; recommendations, 2 pages.

MISSOURI PRODUCTS.—Statements are presented giving the aggregate production of farm staples, and the surplus production of other articles marketed during 1896, as shown by the records of the railroad, express, and steamboat companies, with the value of the products computed at prevailing current prices.

AGRICULTURAL AND COUNTY STATISTICS.—In this chapter are shown for each county the crop products, their prices and cost of production, the surplus products shipped, assessed valuation of property, accounts of cities and towns, and other data.

MANUFACTURES.—Returns from 867 manufacturing plants are tabulated according to 46 industries. These establishments were owned by 505 corporations having 3,888 stockholders, and 362 private firms having 872 members. The 867 plants report having invested in grounds, buildings, and machinery, $58,773,548. Their aggregate manufactures during 1896 were valued at $88,530,724. The wages paid amounted to $16,952,657 in 1895, and $17,267,845 in 1896, showing an increase in the latter year of $315,188. They report having paid during 1896 for rent, $842,623; taxes, $2,250,697; insurance, $684,659. In 1896 these establishments employed in their mechanical departments an average of 41,283 persons each month, an increase of 2,249 over the average of the preceding year. In addition to the wage-workers there were in 1896 an average of 1,242 foremen, 35 forewomen, 1,597 salesmen, 12 saleswomen, 585 male and 71 female bookkeepers, 924 male and 61 female clerks, 166 male and 197 female stenographers, or a total salaried force of 4,514 males and 376 females.

ORGANIZED WAGE-WORKERS.—Returns from 50 labor organizations were tabulated. The total membership was 6,073. In 41 establishments 950 persons were reported out of work. Of the 50 organizations, 26 reported an increase in wages since organization, 22 no change, and 2 a decrease; 31 reported a reduction of hours, and 19 no change since organization. Of 45 organizations, 6 reported that members worked twelve hours per day; 16, ten hours; 4, nine hours; 17, eight hours; and 2, six and one-half hours. Forty-one organizations reported that they had rendered financial aid to their members.

STRIKES.—Very few strikes of any importance occurred during the year. A number of union strikes occurred, in which from 2 to 20 persons were involved and which lasted from two days to two weeks, but no statistics were secured regarding these cases. The following table shows the principal facts regarding five strikes for which data were obtained:

STRIKES IN 1897.

Union ordering the strike.	Cause or object.	Persons involved.	Duration.	Result.
Sprinkler Fitters' Union	For reduction of hours	6	20 days	Succeeded.
Cigar Makers' International Union No. 44.	Against reduction of wages and introduction of steam system.	6	10½ months	Do.
United Garment Workers of America, L. U. No. 105.	Against reduction of wages	650	(a)	Do.
Building Trades Council	Against employment of non-union labor.	75	6 days	Do.
Flour and Cereal Mill Men's Union No. 6642.	For restoration of wages	22	(b)	(b)

a Not reported. b Strike not ended at time of report.

All the strikes tabulated above occurred in St. Louis.

WATERWORKS AND ELECTRIC-LIGHT AND GAS PLANTS.—This work was undertaken in pursuance of the decision of the National Association of Officials of Bureaus of Labor Statistics in the United States to recommend an investigation of the municipal, corporate, and private ownership of waterworks and electric-light and gas plants by the various labor bureaus. In this case the investigation was conducted by correspondence. The tables presented in the report show in detail for each plant the kind of service and ownership, date of establishment, cost, assessed and true value, capacity of plant, cost of product, selling price of product, salaries and wages, and other data.

Returns from 90 operators of electric-light, gas, and water plants were tabulated. Fifty-eight were electric plants, of which 10 were owned by municipalities, 14 by private parties, and 34 by corporations. Nine of the 58 plants embraced waterworks, and 5 furnished gas also. Fifteen gas plants were reported, of which 1 was owned by a municipality, 3 were owned by private parties, and 11 by corporations. One of these also embraced waterworks and 5 were operated in connection with electric plants. Thirty-two waterworks plants were reported, of which 9 were owned by municipalities, 4 by private parties, and 19

by corporations. Of the 32 plants, 9 were operated in connection with electric-light plants, and 1 was a gas plant. The reported total cost of the 90 plants was $8,232,890; the true value (capitalizing net income on 5 per cent basis) was $11,538,680, or about 40 per cent more than their cost. The assessed valuation, which was furnished for only 67 plants, was $1,651,710. The actual cost of the same plants was $7,762,722, and the true value $10,059,038. The average selling price of incandescent light per ampere, by meter, was 1.02 cents in the case of corporations, 0.96 cent in the case of municipalities, and 1.59 cents in the case of ownership by private parties. The average selling price of gas, per 1,000 feet, was $2.05 for lighting, $1.67 for heating, and $1.39 for power in the case of corporations; $1 in the case of a municipality, and $2.15 in the case of ownership by private parties. The average selling price of water was not shown.

STEAM AND STREET RAILWAY EMPLOYEES.—Tables are presented showing, by occupations, the number of officials and employees, days worked, total yearly wage payments, and average daily compensation for each of the 14 principal railway companies doing business in the State. A tabulation of daily wages of employees of street railways is also given. Following are recapitulations of the tables relating to steam and street railway employees:

AVERAGE NUMBER, TIME EMPLOYED, AND EARNINGS OF EMPLOYEES OF 14 RAILROADS, BY OCCUPATIONS.

Occupations.	Average employees.	Average days worked.	Average earnings.
General officers	137	363	$3,301.98
General office clerks	830	358	864.78
Station agents	747	346	581.42
Other stationmen	1,797	332	512.64
Enginemen	865	309	1,175.64
Firemen	912	294	658.49
Conductors	635	306	966.24
Other trainmen	1,467	293	581.57
Machinists	593	282	658.58
Carpenters	792	290	650.49
Other shopmen	2,134	276	511.43
Section foremen	835	343	556.34
Other trackmen	3,725	274	324.39
Switchmen, flagmen, and watchmen	1,029	311	648.03
Telegraph operators and dispatchers	481	328	691.33
Employees account floating equipment	55	225	485.39
All other employees and laborers	2,480	318	573.42

DAILY WAGES OF EMPLOYEES OF 9 ELECTRIC STREET RAILWAYS, BY OCCUPATIONS.

Occupations.	Wages per day.	Occupations.	Wages per day.
Engineers	$3.31	Painters	$2.03
Foremen	2.86	Trackmen	1.65
Motormen	*a*.18	Flagmen	1.59
Gripmen	*a*.18½	Track oilers	1.70
Conductors	*a*.18	Laborers	1.51
Machinists	2.19	Firemen	1.72
Woodworkers	2.31	Coal passers	1.70
Blacksmiths	2.25		

a Per hour.

MINES.—This chapter contains statements of inspectors of coal, lead, and zinc mines regarding the progress of these branches of the mining industry during the fiscal year ending June 30, 1897. Following is a summary of the data presented:

STATISTICS OF COAL AND LEAD AND ZINC MINES.

Items.	Coal.	Lead and zinc.	Total.
Mines or shafts in operation	418	547	965
Tons produced	2,429,388	160,552	.....
Amount received for product	$2,684,757	$3,569,070	$6,253,827
Miners employed (average)	5,807	3,687	9,494
Other employees (average)	1,250	2,677	3,927
Fatal accidents	8	16	24
Accidents not fatal	23	5	28

MONTANA.

Fifth Annual Report of the Bureau of Agriculture, Labor, and Industry of Montana, for the year ending November 30, 1897. J. H. Calderhead, Commissioner. x, 188 pp.

Following are the contents of this report: Introduction, 31 pages; statistics of counties, calendar year 1896, 18 pages; assessed valuation and taxation, 9 pages; statistics of railway and street-car lines, 15 pages; prices of farm products, proportion imported, and cost of staple groceries, 17 pages; directory of labor organizations and rates of pay for certain classes of employment, 11 pages; live stock and wool, 1897 crop conditions in the United States, and bounties paid for the destruction of wild animals, 24 pages; business transacted at the United States land office and area of surveyed and unsurveyed lands in Montana, 6 pages; manufacturers' returns and commercial failures, 11 pages; mineral output for Montana 1896, coinage in the United States, imports and exports of gold and silver, etc., 20 pages; the labor exchange and educational statistics, 13 pages.

INTRODUCTION.—This part of the report consists of information relating to the free-employment office, the National Children's Home Society, and other matters of local interest. The free public-employment office was abolished on March 6, 1897.

RAILROAD WAGES AND TRAFFIC.—Tables are presented showing the number, occupations, average wages, etc., of employees of railroad and street-car companies receiving less than $2,000 per annum, and the character and amount of freight traffic, as reported by each company in Montana, for the years ending June 30, 1896, and June 30, 1897, respectively.

LABOR ORGANIZATIONS AND WAGE RATES.—This part of the report consists of a directory of labor organizations in the State, showing for each the locality, date of organization, date of election of officers, and character of benefit features where they exist. Returns were made by 90 organizations.

Comparative wage statistics are shown for a series of years in the flouring, sawmill, brewing, and foundry industries; and for 1897 only, in the street railway, brick, cigar, mining, smelting, and agricultural industries.

MANUFACTURERS' RETURNS.—Reports received from establishments engaged in the printing and publishing, coal-mining, sawmill, brick and sewer pipe, cigar, and brewing industries are presented in tables showing the number of employees, hours of labor, weeks employed during the year, frequency of wage payments, etc.

NORTH DAKOTA.

Fourth Biennial Report of the Commissioner of Agriculture and Labor of North Dakota, for the two years ending June 30, 1896. A. H. Laughlin, Commissioner. 147 pp.

This report is mainly devoted to statistics of agriculture, there being very little information regarding labor. The principal topics treated are: The dairy industry, 6 pages; immigration, 3 pages; agricultural statistics, 43 pages; county finances, 6 pages; vital statistics, 2 pages; flouring mills, 2 pages; coal mines, 2 pages; labor statistics, 3 pages; the sugar-beet industry, 8 pages; soil culture, 6 pages; valuation of railroad property, 2 pages; live stock, 3 pages; abstract of assessment of real and personal property, 40 pages. There are also brief chapters on the State historical commission, wool markets, sire certificates, Russian cactus, altitudes, areas and population, and vote of the State for governor.

THE DAIRY INDUSTRY.—In 1895, 43 dairy plants were reported in the State. These produced 397,284 pounds of cheese and 393,491 pounds of butter. Eleven additional plants were constructed during the year 1896. The quantity of cheese made in private families aggregated 100,991 pounds in 1894 and 159,261 pounds in 1895, and of butter 4,428,157 pounds in 1894 and 4,869,609 pounds in 1895. The milk sold to creameries and cheese factories was valued at $30,420 in 1894 and $50,311 in 1895, and to others $47,855 in 1894 and $49,650 in 1895.

LABOR STATISTICS.—Under this head is given a table showing by counties for 1895 the number of males and females employed on farms and in cities and towns, and the wages paid the same.

RAILROAD PROPERTY.—Tables are given showing for the years 1895 and 1896 the mileage and the assessed value of the property of each railroad in the State. In 1895 the total mileage for the State was 2,507, and the assessed value of the property $6,727,524.50. In 1896 the total mileage was 2,778.51, and the assessed value of the property, $7,892,030.50.

RHODE ISLAND.

Tenth Annual Report of the Commissioner of Industrial Statistics, made to the General Assembly at its January session, 1898. Henry E. Tiepke, Commissioner. viii, 554 pp.

This report is devoted to two subjects, namely: Occupations of the people, 495 pages, and statistics of textile manufactures, 53 pages.

OCCUPATIONS OF THE PEOPLE.—This portion of the report is divided into two parts, one relating to occupations of males and the other to occupations of females. Detailed tables show, by localities and industries, the number of males and the number of females employed each month from June, 1894, to May, 1895, inclusive, at their regular and other than their regular occupations; the number unemployed each month, and the number whose occupations were known, but whose periods of employment were only partially reported. This information was obtained from the population cards gathered by the enumerators of the State census of 1895.

The State census of 1895 showed a population of 384,758 persons, of which number 187,590 were males and 197,168 were females. The number of persons credited to the productive class, whether employed or unemployed, amounted to 143,813, or 37.4 per cent of the total population.

Following are summaries of the tables of employment for each month from June, 1894, to May, 1895, inclusive:

PERSONS EMPLOYED AND UNEMPLOYED FOR EACH MONTH FROM JUNE, 1894, TO MAY, 1895, INCLUSIVE, BY SEX.

Year and month.	Males.				Females.				Total.			
	Regular occupation.	Other than regular occupation.	Unemployed.	Employment unknown	Regular occupation.	Other than regular occupation.	Unemployed.	Employment unknown	Regular occupation.	Other than regular occupation.	Unemployed.	Employment unknown
1894.												
June	91,374	2,928	4,629	3,070	37,285	903	1,801	1,823	128,659	3,831	6,430	4,893
July	90,586	2,868	5,489	3,058	35,858	856	3,282	1,816	126,444	3,724	8,771	4,874
Aug	90,339	3,041	5,592	3,029	35,718	946	3,357	1,791	126,057	3,987	8,949	4,820
Sept	91,058	2,875	5,063	3,005	37,395	778	1,891	1,748	128,453	3,653	6,954	4,753
Oct	90,549	3,270	5,306	2,876	37,473	886	1,761	1,692	128,022	4,156	7,067	4,568
Nov	89,751	3,355	6,081	2,814	37,774	777	1,614	1,647	127,525	4,142	7,695	4,461
Dec	87,559	3,695	7,968	2,779	37,723	849	1,660	1,580	125,282	4,544	9,628	4,359
1895.												
Jan	86,990	3,576	8,626	2,809	37,733	759	1,690	1,630	124,723	4,335	10,316	4,439
Feb	87,343	3,350	8,573	2,735	37,612	702	1,908	1,590	124,955	4,052	10,481	4,325
Mar	90,337	2,789	6,439	2,436	38,122	598	1,633	1,459	128,459	3,387	8,072	3,895
Apr	92,557	2,118	5,163	2,163	37,810	461	2,207	1,334	130,367	2,579	7,370	3,497
May	92,945	1,793	5,302	1,961	37,473	375	2,702	1,262	130,418	2,168	8,004	3,223

PER CENT OF TOTAL PERSONS EMPLOYED AND UNEMPLOYED FOR EACH MONTH FROM JUNE, 1894, TO MAY, 1895, INCLUSIVE.

Year and month.	Regular occupation.	Other than regular occupation.	Unemployed.	Employment unknown.	Year and month.	Regular occupation.	Other than regular occupation.	Unemployed.	Employment unknown.
1894.					1895.				
June	89.4	2.7	4.5	3.4	January	86.7	3.0	7.2	3.1
July	87.9	2.6	6.1	3.4	February	86.9	2.8	7.3	3.0
August	87.7	2.8	6.2	3.3	March	89.3	2.4	5.6	2.7
September	89.3	2.6	4.8	3.3	April	90.7	1.8	5.1	2.4
October	89.0	2.9	4.9	3.2	May	90.7	1.5	5.6	2.2
November	88.7	2.9	5.3	3.1					
December	87.1	3.2	6.7	3.0					

It appears that in the month of June, 1894, there was a smaller number of persons out of employment than in any other month in the census year, namely, 6,430, or 4.5 per cent of the total number of persons considered. The greatest number of unemployed was in February, 1895, namely, 10,481, or 7.3 per cent. The average number of persons employed each month at their regular occupations was 127,447, or 88.6 per cent, and at other than their regular occupations, 3,712, or 2.6 per cent. An average of 8,311, or 5.8 per cent, were out of employment. There were, on an average, 4,342, or 3 per cent, whose trade or occupation was known, but whose period of employment was unknown.

STATISTICS OF TEXTILE MANUFACTURES.—This chapter contains a comprehensive presentation of the textile industry of the State. Detailed comparative tables are given which are based upon returns made in the years 1895 and 1896 by 135 firms engaged in textile industries. Of these 66 were engaged in the manufacture of cotton goods; 8 in hosiery and knit goods; 11 in bleaching, dyeing, and printing; 3 in silk goods, and 47 in woolen goods. Following is a summary of the figures presented:

STATISTICS OF 135 TEXTILE MANUFACTURING ESTABLISHMENTS, 1895 AND 1896.

Items.	1895.	1896.	Increase.	
			Amount.	Per cent.
Firms	58	59	1	1.72
Corporations	77	76	*a* 1	*a* 1.30
Partners and stockholders	1,249	1,273	24	1.92
Capital invested	$46,356,609	$46,657,134	$300,525	.65
Cost of material used	$25,241,885	$22,557,449	*a* $2,684,436	*a* 10.63
Value of goods made	$45,568,693	$38,355,918	*a* $7,212,775	*a* 15.83
Aggregate wages paid	$10,836,327	$9,406,017	*a* $1,430,310	*a* 13.20
Average days in operation	290.81	262.99	*a* 27.82	*a* 9.57
Employees:				
Average number	31,874	29,985	*a* 1,889	*a* 5.93
Greatest number	33,400	32,954	*a* 446	*a* 1.34
Smallest number	28.119	24,649	*a* 3,470	*a* 12.34
Average yearly earnings	$339.97	$313.69	*a* $26.28	*a* 7.73

a Decrease.

TENNESSEE.

Seventh Annual Report of the Bureau of Labor, Statistics, and Mines of the State of Tennessee, for the year ending December 31, 1897. A. D. Hargis, Commissioner. xii, 270 pp.

The contents of this report may be grouped as follows: Statistics of mines and mine inspection, 228 pages; the phosphate industry, 13 pages; the marble industry, 5 pages; the petroleum industry, 6 pages; labor conditions, 10 pages; chronology of labor bureaus, 2 pages.

STATISTICS OF MINES AND MINE INSPECTION.—This report, like that for the preceding year, is devoted almost exclusively to the mining industry. The statistics relate to the production of coal, coke, iron ore, pig iron, zinc, lead, and copper. The amount and value of mine products are shown for each branch of the industry, and in some instances comparative figures are given for Tennessee and other States and for present and past periods. In the case of coal mining the number of employees and days in operation are also shown. Following is a summary of the most important figures presented for 1897:

Total number of coal mines	72
Coal mines in operation	59
Coal produced, tons	2,880,994
Value of coal produced	$2,316,239
Average value per ton at mine	$0.80
Average employees in coal mines	7,059
Average days worked	197
Coke produced, tons	368,585
Value of coke produced	$670,824
Iron ore produced, tons	582,695
Pig iron produced, tons	272,130
Copper ore produced, tons	74,000

Forty-one casualties were reported in the mines, 13 of which were fatal. Of the fatal accidents, 10 occurred in coal mines, 2 in an iron mine, and 1 in a copper mine.

THE PHOSPHATE INDUSTRY.—A review is given of the condition and progress of this industry during the year, together with a list of the principal phosphate mines, showing the location of the deposits, and tables showing the production for a series of years. The production of phosphate in 1897 was 121,229 tons.

THE MARBLE INDUSTRY.—The production of Tennessee marble in 1897 was about 235,000 cubic feet, the total production, including the finished product, being valued at about $500,000.

PETROLEUM.—Since 1894, 48 petroleum wells have been drilled, 16 of which were abandoned, while but 6 were considered producers.

LABOR CONDITIONS.—This part of the report contains a brief account of the strikes in mines during 1897 and a directory of labor unions in Tennessee. Fifteen strikes were reported, 14 of which involved a total of about 1,945 persons.

RECENT FOREIGN STATISTICAL PUBLICATIONS.

FRANCE.

Statistique des Grèves et des Recours à la Conciliation et à l'Arbitrage Survenus Pendant l'Année 1897. Office du Travail, Ministère du Commerce, de l'Industrie, des Postes et des Télégraphes. xv, 304 pp.

This report is one of a series of annual reports on strikes published by the French bureau of labor. The information is for the year 1897 and is presented in the same form as in preceding reports, the present digest following as nearly as possible the plan of former notices in Bulletins Nos. 1, 5, and 13.

There were 356 strikes reported in 1897, one of which, however, was of the nature of a lockout. These strikes affected 2,568 establishments, were participated in by 68,875 strikers, and resulted in a loss of 780,944 working days, including 60,433 days lost by 5,999 persons who were not strikers but were thrown out of employment as the result of strikes. The average time lost per strike was 10½ days, the smallest average reported in five years.

In 1896 there were reported 476 strikes and 49,851 strikers, involving 2,178 establishments, and causing a loss of 644,168 working days, or 13 days per striker. While in 1897 there was a smaller number of strikes, the number of strikers and the number of working days lost were considerably greater than in 1896. The decrease in the number of strikes is due to the large number of strikes reported in the textile industries in 1896, when there were 197, as compared with 82 in 1897.

As regards the results in 1897, 68 strikes in 237 establishments, involving 19,838 strikers, were successful; 122 strikes in 1,564 establishments, involving 28,767 strikers, were partly successful, and 166 strikes in 767 establishments, involving 20,270 strikers, failed. While the number of successful strikes in 1897 was smaller than in 1896, the number of strikers in strikes which succeeded was much greater.

The following table shows the per cent of strikes of total strikes and the per cent of strikers of total strikers that succeeded, succeeded partly, and failed, as compared with similar data for 1896:

RESULTS OF STRIKES, 1896 AND 1897.

Result of strikes.	Strikes.		Strikers.	
	1896.	1897.	1896.	1897.
Succeeded	24.58	19.10	23.23	28.80
Succeeded partly	25.63	34.27	34.21	41.77
Failed	49.79	46.63	42.56	29.43
Total	100.00	100.00	100.00	100.00

It will be seen that the proportion of strikes which failed as well as the proportion of strikers involved in such strikes was smaller in 1897 than in 1896. Both the proportion of strikes compromised and that of strikers participating in the same were considerably greater in 1897 than in the preceding year. The proportion of successful strikes was smaller, but that of strikers involved was greater in 1897 than in 1896. On the whole, therefore, much more success was achieved by strikers in 1897 than in 1896.

Of the 356 strikes reported, 276, or 78 per cent, involved but 1 establishment each. Of the 80 remaining strikes, 22 involved from 2 to 5 establishments, 20 from 6 to 10, 14 from 11 to 25, 6 from 26 to 50, 4 from 51 to 100, and 4 strikes involved over 100 establishments each. In the case of 10 strikes the number of establishments was not reported.

The two following tables show the number of strikes, strikers, and establishments involved, according to the results of the strikes, as well as the number of days' work lost and the proportion that the number of strikers is to the total number of working people, according to 17 groups of industries:

STRIKES IN 1897, BY INDUSTRIES.

Industries.	Succeeded.		Succeeded partly.		Failed.		Total.	
	Strikes.	Establishments.	Strikes.	Establishments.	Strikes.	Establishments.	Strikes.	Establishments.
Agriculture, forestry, and fisheries	5	1	5	55	5	6	15	62
Mining	1	1	7	7	8	8	16	16
Quarrying	1	1	2	2	4	4	7	7
Food products	.....	.....	4	517	4	27	8	544
Chemical industries	.....	.....	2	2	1	1	3	3
Printing	2	2	6	14	10	10	18	26
Hides and leather	3	3	6	6	10	10	19	19
Textiles proper	12	90	28	38	42	43	82	171
Clothing and cleaning	3	3	.....	.....	2	2	5	5
Woodworking	5	23	8	26	8	8	21	57
Building trades (woodwork)	4	17	10	164	3	3	17	184
Metal refining	.....	.....	3	3	3	3	6	6
Metallic goods	11	11	10	44	33	59	54	114
Precious-metal work	.....	.....	.....	.....	1	1	1	1
Stone cutting and polishing, glass and pottery work	.....	.....	3	19	6	6	9	25
Building trades (stone, earthenware, glass, etc.)	15	72	22	653	22	572	59	1,297
Transportation and handling	6	13	6	14	4	4	16	31
Total	68	237	122	1,564	166	767	356	2,568

STRIKERS AND DAYS OF WORK LOST IN 1897, BY INDUSTRIES.

Industries.	Strikers in—			Total strikers.	Strikers per 1,000 work people. (a)	Days of work lost.
	Successful strikes.	Partly successful strikes.	Strikes which failed.			
Agriculture, forestry, and fisheries	14,580	2,415	4,087	21,082	13.19	65,095
Mining	1,500	1,731	3,424	6,655	b 47.22	114,450
Quarrying	164	600	2,367	3,131	(c)	59,711
Food products	.....	1,573	122	1,695	13.20	11,829
Chemical industries	.....	474	24	498	9.25	841
Printing	29	382	217	628	6.49	6.677
Hides and leather	287	482	180	949	7.62	11.089
Textiles proper	773	3,801	4,100	8,674	12.01	119,496
Clothing and cleaning	95	.....	45	140	.19	791
Woodworking	162	1,842	136	2,140	9.08	25,036
Building trades (woodwork)	150	1,622	43	1,815	(d)	21,604
Metal refining	.....	276	272	548	5.74	7,113
Metallic goods	928	1,339	1,860	4,127	13.61	43,517
Precious-metal work	.....	.....	7	7	.09	7
Stone cutting and polishing, glass and pottery work	.....	268	229	497	4.77	3,405
Building trades (stone, earthenware, glass, etc.)	631	11,389	3,035	15,055	e 34.96	284,190
Transportation and handling	539	573	122	1,234	5.22	6,093
Total	19,838	28,767	20,270	68,875	f 13.60	780,944

a Census of 1891.
b Includes quarrying.
c Included in mining.
d Included in building trades (stone, earthenware, glass, etc.).
e Includes building trades (woodwork).
f Relates to all industrial workingmen of France.

Out of a total of 356 strikes, the largest number, 82, or 23 per cent, occurred in the textile industry. If, however. the extent of the strikes is measured by the number of persons involved, agriculture, forestry, and fisheries far exceeded any other group of industries. Of a total of 68,875 persons engaged in strikes, 21,082, or 31 per cent, were employed in agriculture, forestry, and fisheries. Next in importance were the building trades, showing 16,870, or 24 per cent of the total persons involved; the textile industry, with 8,674 strikers, and the mining industry, with 6,655.

Considering the number of persons actually engaged in the various industries, according to census returns, it was found that the relative prevalence of strikes was greatest in the mining and quarrying industries, 47.22 out of every 1,000 employees having taken part in trade disputes during the year. The building trades came next, with 34.96 strikers per 1,000 employees.

In the two following tables the strike data are presented by causes:

STRIKES IN 1897, BY CAUSES.

[A considerable number of strikes were due to two or three causes, and the facts in such cases have been tabulated under each cause. Hence the totals for this table neeessarily would not agree with those for the preceding tables.]

Cause or object.	Succeeded.		Succeeded partly.		Failed.		Total.	
	Strikes.	Establishments.	Strikes.	Establishments.	Strikes.	Establishments.	Strikes.	Establishments.
For increase of wages	34	208	82	1,101	68	139	184	1,448
Against reduction of wages	10	15	11	19	18	28	39	62
For reduction of hours of labor with present or increased wages	9	154	9	466	9	65	27	685
Relating to time and method of payment of wages, etc	13	477	4	30	16	18	33	525
For or against modification of conditions of work	16	43	1	3	16	16	33	62
Against piecework	3	4	1	6	6	22	10	32
For or against modification of shop rules	3	3	5	5	4	4	12	12
For abolition or reduction of fines	1	1	.....	.....	8	8	9	9
Against discharge of workmen, foremen, or directors, or for their reinstatement	6	374	3	3	22	26	31	403
For discharge of workmen, foremen, or directors	5	5	6	6	32	41	43	52
Against employment of women	.....	.....	.....	.....	3	3	3	3
For discharge of apprentices or limitation in number	1	1	1	1	1	6	3	8
Relating to deduction from wages for the support of insurance and aid funds	4	67	4	10	3	9	11	86
Other	1	1	2	7	2	523	5	531

STRIKERS AND DAYS OF WORK LOST IN 1897, BY CAUSES.

[A considerable number of strikes were due to two or three causes, and the facts in such cases have been tabulated under each cause. Hence the totals for this table necessarily would not agree with those for the preceding tables.]

Cause or object.	Strikers in—			Total strikers.	Days of work lost.
	Successful strikes.	Partly successful strikes.	Strikes which failed.		
For increase of wages	16,442	21,392	10,061	47,895	562,178
Against reduction of wages	401	1,882	429	2,712	58,448
For reduction of hours of labor with present or increased wages	2,450	2,070	1,194	5,714	68,048
Relating to time and method of payment of wages, etc	10,232	423	1,233	11,888	262,000
For or against modification of conditions of work	2,915	846	1,032	4,793	60,088
Against piecework	81	111	331	523	5,915
For or against modification of shop rules	456	791	183	1,430	2,285
For abolition or reduction of fines	205	.....	1,430	1,635	3,859
Against discharge of workmen, foremen, or directors, or for their reinstatement	1,415	1,168	7,702	10,285	178,757
For discharge of workmen, foremen, or directors	1,841	378	4,960	7,179	85,663
Against employment of women	.....	.....	48	48	687
For discharge of apprentiees or limitation in number	23	35	111	169	1,076
Relating to deduction from wages for the support of insurance and aid funds	453	1,320	46	1,819	23,582
Other	8	700	2,105	2,813	12,243

Strikes for higher wages or against a reduction of wages, either alone or in connection with some other cause, were more prevalent and involved a larger number of strikers than strikes for any other reasons.

Next in importance, both with regard to the number of strikes and persons involved, were those relating to the retention or discharge of certain workingmen, foremen, or superintendents.

In the next two tables are shown the results of strikes according to the duration of the same, and according to the number of strikers involved:

STRIKES AND STRIKERS IN 1897, BY DURATION OF STRIKES.

Days of duration.	Strikes.				Strikers.			
	Succeeded.	Succeeded partly.	Failed.	Total.	Succeeded.	Succeeded partly.	Failed.	Total.
7 or under	57	66	111	234	18,993	8,901	9,898	37,792
8 to 15	6	31	27	64	392	7,233	3,344	10,969
16 to 30	2	16	14	32	156	2,219	803	3,178
31 to 100	2	8	14	24	47	9,568	6,225	15,840
101 or over	1	1	.....	2	250	846	.....	1,096
Total	68	122	166	356	19,838	28,767	20,270	68,875

DURATION OF STRIKES IN 1897, BY NUMBER OF STRIKERS INVOLVED.

Strikers involved.	Strikes.				Days of duration.				
	Succeeded.	Succeeded partly.	Failed.	Total.	1 to 7.	8 to 15.	16 to 30.	31 to 100.	101 or over.
25 or under	26	17	86	129	90	24	8	7	.....
26 to 50	16	26	38	80	52	14	7	7	.....
51 to 100	8	20	19	47	33	7	6	1	.....
101 to 200	10	30	9	49	30	9	9	1	.....
201 to 500	3	21	7	31	20	6	1	3	1
501 to 1,000	1	4	3	8	4	.....	1	2	1
1,001 or over	4	4	4	12	5	4	.....	3	.....
Total	68	122	166	356	234	64	32	24	2

It will be seen from the above tables that the strikes were mostly of short duration, 234 of the 356 strikes lasting one week or less. Only 26 strikes lasted longer than thirty days. Over one-half of the strikes involved 50 men or less each. Of the larger strikes, involving over 1,000 strikers, 4 succeeded, 4 succeeded partly, and 4 failed; 5 lasted from 1 to 7 days, 4 lasted from 8 to 15 days, and 3 lasted from 31 to 100 days.

The law of December 27, 1892, regarding conciliation and arbitration in trade disputes, was applied in 88 cases during the year, in 3 cases before work was suspended. This was 24.72 per cent of all disputes, as against 21.85 per cent in 1896, and 20.74 per cent in 1895. The initiative in demanding the application of the law was taken 46 times by the workingmen, 4 times by the employers, once by the employer and employees jointly, and 37 times the justice of the peace intervened as provided in the law.

In 9 cases work was resumed before a committee of conciliation was constituted. In 3 of these cases the workingmen abandoned their demands, in 3 cases they obtained a compromise, and in 3 cases they were successful. Of the other 79 cases, the demand for conciliation

was refused in 25 cases, of which 20 were by the employers, 2 by the working people, and 3 by both parties jointly. As a result of these refusals the workingmen renounced their demands in one case and in another were replaced by others. In the 23 remaining cases strikes were declared, of which 2 succeeded, 10 succeeded partly, and 11 failed.

In 54 cases the demand for conciliation or arbitration was acceded to, and 54 committees of conciliation were constituted. In 25 cases the disputes were settled directly by these committees, and in 5 cases they were settled by arbitration. In 24 cases the attempts to settle by conciliation or arbitration failed and the strikes continued. Of the disputes settled by conciliation and arbitration, 3 resulted in a compliance with the demands, 23 in a compromise, and 4 in a refusal of the demands. Of the 24 disputes which continued after the fruitless attempts at conciliation or arbitration, 3 succeeded, 18 succeeded partly, and 3 failed.

ONTARIO.

Fifteenth Annual Report of the Bureau of Industries for the Province of Ontario, 1896. C. C. James, Secretary. viii, 159 pp. (Published by the Ontario Department of Agriculture.)

This report relates mainly to statistics of agriculture. It comprises the following subjects: Weather and crops, 70 pages; live stock, the dairy, and the apiary, 46 pages; values, rents, and farm wages, 39 pages; chattel mortgages, 3 pages.

VALUES, RENTS, AND FARM WAGES.—The total value of farm property in 1896 is given at $910,291,623, of which $557,468,270 represents lands, $205,235,429 buildings, $50,730,358 implements, and $96,857,566 live stock. There has been a steady decline in the value of farm property since 1892.

Rates of wages paid to farm laborers have generally declined during the year. Farm hands, with board, received in 1896 an average of $144, or $6 less than in 1895. Farm hands, without board, received an average of $243 in 1896, or $3 less than the preceding year. The average monthly rate of wages during the working season was $14.57, with board, in 1896, or $0.81 less than in 1895. The average monthly rate without board was $24.11 in 1896, or $1.34 less than in 1895. The monthly wages with board received by domestic servants rose from $6.07 in 1895 to $6.11 in 1896.

CHATTEL MORTGAGES.—During the year ending December 31, 1896, there were on record 21,789 chattel mortgages, representing $13,561,716. This was a decrease in number, but a considerable increase in amount when compared with the preceding year. Of the chattel mortgages in 1896, 11,844, representing $3,877,998, were registered against farmers.

DECISIONS OF COURTS AFFECTING LABOR.

[This subject, begun in Bulletin No. 2, has been continued in successive issues. All material parts of the decisions are reproduced in the words of the courts, indicated when short by quotation marks and when long by being printed solid. In order to save space, immaterial matter, needed simply by way of explanation, is given in the words of the editorial reviser.]

DECISIONS UNDER STATUTORY LAW.

CONSTITUTIONALITY OF STATUTE—MARKING OF CONVICT-MADE GOODS—*People v. Hawkins.*—A copy of the decision in this case was furnished the Department by the clerk of the court of appeals of New York, the case having come before said court on appeal by the State from a decision of a lower court sustaining a demurrer, made by the defendant, Samuel K. Hawkins, to the indictment.

The decision was rendered October 11, 1898, and sustained the decision of the lower court, Chief Justice Parker and Justice Bartlett dissenting. The opinion of the court, delivered by Justice O'Brien, contains a full statement of the facts in the case and the following is quoted therefrom:

The defendant was indicted for a misdemeanor, the charge being that he violated chapter 931 of the Laws of 1896 relating to the labeling and marking of convict-made goods or articles. The indictment alleges that the defendant on the 5th day of November, 1896, had in his possession and offering for sale, unlawfully and with criminal intent, a certain scrub brush of the form, style and material commonly used in scrub brushes, but made and manufactured, as the defendant well knew, by the labor of convicts lawfully sentenced to and confined in a prison at Cleveland, Ohio. It then charges that this article was brought from that institution into this State and was in the defendant's possession for the purpose of sale, without having upon it in any manner the words "Convict made" or any words indicating in any manner that it was manufactured by convict labor.

The defendant demurred to the indictment, upon the ground that the facts stated did not constitute a crime, and the courts below have sustained the demurrer for the reason that the statute was in conflict with the Constitution and, therefore, void. The statute went into effect by its terms on November 1, 1896, and the several sections material to the questions in this case are as follows:

"SECTION 1. All goods, wares and merchandise made by convict labor in any penitentiary, prison, reformatory or other establishment in which convict labor is employed shall, before being sold, or exposed for sale, be branded, labeled or marked as hereinafter provided, and shall not be exposed for sale in any place within this State without such brand, label or mark.

"§ 2. The brand, label or mark hereby required shall contain at the head or top thereof the words 'convict made,' followed by the year and name of the penitentiary, prison, reformatory or other establishment

in which it was made, in plain English lettering, of the style and size known as great primer Roman condensed capitals. The brand or mark shall in all cases, where the nature of an article will permit, be placed upon the same, and only where such branding or marking is impossible shall a label be used, and where a label is used it shall be in the form of a paper tag, which shall be attached by wire to each article, where the nature of the article will permit, and placed securely upon the box, crate or other covering in which such goods, wares or merchandise may be packed, shipped or exposed for sale. Said brand, mark or label shall be placed upon the outside of and upon the most conspicuous part of the finished article and its box, crate or covering.

"§ 5. Section three hundred and eighty-four b of the Penal Code is hereby amended so as to read as follows: Section 384b. Penalty for dealing in convict-made goods without labeling.—A person having in his possession for the purpose of sale, or offering for sale, any convict-made goods, wares or merchandise hereafter manufactured and sold, or exposed for sale, in this State without the brand, mark or label required by law, or removes or defaces such brand, mark or label, is guilty of a misdemeanor, punishable by a fine not exceeding ten hundred dollars nor less than one hundred dollars, or imprisonment for a term not exceeding one year nor less than ten days, or both."

The act charged against the defendant, and which is admitted by the demurrer, is declared to be a crime by this statute, and the only question that we need consider, is whether the legislature had any power under the Constitution to enact such a law. The law is similar, in all respects, to the law of 1894 (chap. 698, Laws of 1894), except that the latter statute was aimed at prison-made goods of other States, while the present statute applies to all prison-made goods, whether of this or other States. The act of 1894 was held to be unconstitutional and void. (People *v.* Hawkins, 85 Hun., 43.) The present act makes it a criminal offense to expose for sale prison-made goods of this State as well as of other States. It seems to have been assumed that the feature of the former act, which discriminated against the prison-made goods of other States, was the only objection to this class of legislation. But the broader scope of the present law removes no objections that existed to the former. On the contrary, it multiplies and intensifies them.

It is important at the outset to ascertain, if we can, the legislative purpose and intent that led to the enactment of this law. The learned district attorney in his brief in the court below has, I think, stated it quite fairly and accurately in these words:

"The statute in question is an attempt to solve a great public and economic problem. It has a bearing, directly or indirectly, upon wages paid to workmen in certain lines of industry. * * * It involves the welfare and prosperity of the laboring classes who comprise a great portion of our population. * * * It is against sound public policy to compel workmen, who have to support their families by their daily earnings, to compete with the unpaid labor of convicts in penal institutions. The framers of the State and Federal Constitutions never intended to create and foster such competition. The people have a right to demand protection from the legislature in this respect, and it is within the police power of the State to require the mark, brand or label of goods made in penal institutions."

We may assume, therefore, that the purpose of the law was to promote the welfare of the laboring classes by suppressing, in some measure, the sale of prison-made goods. Waiving for the present the

question whether the means employed can ever in the nature of things accomplish the end in view, it is quite clear that unless this statute in some degree affects the value of certain articles of merchandise by restricting the demand or imposing conditions upon the right to deal in them as property, in order to exclude them from the market, it is a mere *brutum fulmen*. The scrubbing brush in question was beyond all doubt an article of property in which the defendant could lawfully deal. He is forbidden, however, by this statute, under all the penalties of the criminal law, from buying or selling or having it in his possession, except upon the condition that he shall attach to it a badge of inferiority which diminishes the value and impairs its selling qualities. It is not claimed that there is any difference in the quality of this scrubbing brush when compared with one of the same grade or character made outside the prisons. There is no pretense that the act was passed to suppress any fraudulent practice or that any such practice existed with respect to such goods. The validity of the law must depend entirely upon the exercise of the police power to enhance the price of labor by suppressing, through the instrumentality of the criminal law, the sale of the products of prison labor.

The citizen can not be deprived of his property without due process of law. The principle embodied in this constitutional guaranty is not limited to the physical taking of property. Any law which annihilates its value, restricts its use, or takes away any of its essential attributes, comes within the purview of this limitation upon legislative power. The validity of all such laws is to be tested by the purpose of their enactment and the practical effect and operation that they may have upon property. A law which interferes with property by depriving the owner of the profitable and free use of it, or hampers him in the application of it for the purposes of trade or commerce, or imposes conditions upon the right to hold or sell it, may seriously impair its value, against which the Constitution is a protection. The fact that legislation hostile to the rights of property assumes the guise of a health law or a labor law will not save it from judicial scrutiny, since the courts can not permit that to be done by indirection which can not be done directly.

The guaranty against depriving the citizen of his liberty comprehends much more than the exemption of his person from all unlawful restraint. It includes the right to engage in any lawful business, and to exercise his faculties in all lawful ways in any lawful trade, profession or vocation. All laws, therefore, which impair or trammel these rights, or impose arbitrary conditions upon his right to earn a living in the pursuit of a lawful business are infringements upon his fundamental rights of liberty, which are under constitutional protection. These rights may doubtless be affected to some extent by the exercise of the police power, which is inherent in every sovereign State. But that power, however broad and extensive, is not above the Constitution. The conduct of the individual and the use of property may be affected by its lawful and proper exercise in cases of overruling necessity and for the public good. The preservation of public order, the protection of the public health and the prevention of disease, the sale of articles of unwholesome or adulterated food, the calamities caused by fire, and perhaps other subjects relating to the safety and welfare of society, are within its scope. But no law which is otherwise objectionable as in conflict with the fundamental guarantees of the Constitution can be upheld under the police power, unless the courts can see that it has some plain or reasonable relation to those subjects, or some of them.

It is entirely safe to assert that no court has yet invoked the police power to justify a statute, the purpose of which was to enhance the wages of labor in certain factories by suppressing, through the agencies of the criminal law, the sale of competing products made in prisons. If the wages of labor in a few factories producing goods such as are also made in prisons may be regulated by the police power, there is no reason why that power may not be used to regulate the rewards of labor in any other field of human exertion. That all legislation of this character, with this end in view, which subjects the individual to criminal prosecution unless he will comply with regulations in the sale of such goods that are intended to depress their value or demand in the market, is in violation of the Constitution, can not be doubted.

It would be trifling with the Constitution to attempt to uphold this law on the ground that all producers or vendors of goods may be required to tell the truth concerning them, both as to their quality and the means by which or the place where they were manufactured. A knowledge of the truth concerning the origin of every article of property which is the subject of sale, trade or commerce can not be essential to the public welfare, and even if it was the law could be effective only when applied to all property alike and not limited to articles made in certain places and by a certain class of workmen. Any attempt to carry the police power to such an extent as to require the owner of an article of property kept for sale, such as a scrubbing brush, to label it with the history of its origin and to indicate the place where it was made and the class of workmen that produced it, and to enforce such regulations by the aid of the criminal law, must be regarded as an inexcusable and intolerable invasion of the rights and liberty of the citizen. There is nothing in the character or effect of prison labor to justify such legislation. The health and welfare of convicts is a subject peculiarly within the functions of government. The State in order to carry out the purposes of punishment must employ them at some useful labor. Whatever it may be their work must in some degree come into competition with the labor of others. It is not at all likely that this result ever had or can have any material or perceptible influence on wages. But even if it had, the welfare of the convicts and the interests of the taxpayers are proper subjects for consideration.

The question is reduced to the simple inquiry whether the legislature under the guise of the police power can regulate the price of labor by depressing, through the penalties of the criminal law, the price of goods in the market made by one class of workmen and correspondingly enhancing the price of goods made by another class. If the statute does not tend to produce that result there is no reason or excuse for its existence, and it would be a useless and arbitrary interference with the liberty of the individual without any possible reason or motive behind it. The law is now defended upon the ground that it was intended to accomplish, and in fact does tend to promote, that very result. If the police power extends to the protection of certain workmen in their wages against the competition of other workmen in penal institutions, why not extend it to other forms of competition? Why not give the workman who has a large family to support some advantage over the one who has no family at all? Why not give to the old and feeble a helping hand by legislation against the competition of the young and the strong? Why not give to the women, the weaker sex, who are often the victims of improvidence and want, a preference by statute over the men? Why confine such legislation to scrubbing brushes and like articles made in prisons, when multitudes of men engaged in farming,

mercantile pursuits and almost every vocation in life are struggling against competition? If the statute now under consideration is a valid exercise of the police power, I am unable to give any reason why the legislature may not interfere in all the cases I have mentioned to help those who need help at the expense of those who do not.

It would be difficult to give any satisfactory reason, legal, moral or economic, why a person who happens to be confined in a prison should not be permitted or compelled to earn his living and pay his way instead of becoming a burden upon the public, to the detriment of his health and morals. The mere fact that he is in prison may be due to misfortune or to his natural surroundings, and in some cases he may be at least morally innocent. The State may certainly, for his own benefit and for the relief of the taxpaying community, employ him at some useful labor, and whether that labor be in building roads or making shoes, he takes the place of another. If it be lawful and right to so employ him, it is difficult to see why the State may by legislation depress the value of the products of his labor when such property is purchased in the ordinary course of commerce by a dealer therein. The State, while permitting such property to come within its jurisdiction in the regular course of trade, can not then impair its value by hostile legislation without a violation of the constitutional guaranties for the protection of property. Aside from the peculiar restrictions of revenue laws, the merchant or dealer may buy his goods where he can obtain them to the best advantage, and any restriction upon his freedom of action in this respect by State laws is, in a broad sense, an invasion of his right of liberty, since that term comprehends the right of the individual to pursue any lawful calling.

I think that the statute in question is in conflict with the constitution of this State, since it interferes with the right to acquire, possess and dispose of property and with the liberty of the individual to earn a living by dealing in the articles embraced within the scope of the law. It is an unauthorized limitation upon the freedom of the individual to buy and sell all such articles, subject only to the law of supply and demand, and the legislation is not within the scope of the police power.

It has been suggested by some members of the court that the statute in question can be upheld under the recent amendment to the State constitution with respect to prison labor. It should be observed that no such point was argued or submitted, either in this court or the court below, but since some of my brethren are of that opinion, the question may be properly discussed. The language of the amendment is as follows:

"The legislature shall, by law, provide for the occupation and employment of prisoners sentenced to the several State prisons, penitentiaries, jails and reformatories in the State; and on and after the first day of January, in the year one thousand eight hundred and ninety seven, no person in any such prison, penitentiary, jail or reformatory, shall be required or allowed to work, while under sentence thereto, at any trade, industry or occupation, wherein or whereby his work, or the product or profit of his work, shall be farmed out, contracted, given or sold to any person, firm, association or corporation. This section shall not be construed to prevent the legislature from providing that convicts may work for, and that the products of their labor may be disposed of to, the State or any political division thereof, or for or to any public institution owned or managed and controlled by the State, or any political division thereof." (Const. 1894, art. 3, sec. 29.)

It is said that this provision of the constitution indicates and

expresses a public policy on the part of the State to suppress the competition of prison labor with free labor by forbidding the sale to the general public of prison-made goods. The term "public policy" is frequently used in a very vague, loose or inaccurate sense. The courts have often found it necessary to define its juridical meaning, and have held that a State can have no public policy except what is to be found in its constitution and laws. Therefore, when we speak of the public policy of the State, we mean the law of the State, whether found in the constitution, the statutes or judicial records, so that the inquiry is whether the provision of the constitution above cited forbids the sale of prison-made goods to the general public. Either it does or does not. If it does not, there is an end of the argument on that point. If it does, we will see hereafter how it affects the validity of this statute. If the framers of the constitution intended to forbid the sale of prison-made goods to the general public, or to prohibit dealing in them, it was an easy matter to say so in terms that could not be misunderstood. Surely, the poverty of our language is not such as to preclude the framers of the fundamental law from giving plain and direct expression to such a simple thought. But the section above quoted does not forbid the sale of any article of property. It deals only with modes of employing convicts and with practices that had formerly existed, under which the labor of convicts had become a subject of bargain and sale. It simply abolished what was known as the contract system of labor in prisons, whereby the profits of the labor of convicts were secured by contractors or private parties. This is apparent from the language of the section which begins by providing for the employment of convicts. It then forbids the employment of the inmates of penal institutions at any trade or industry *whereby* "his work or the product and profits of his work shall be farmed out, contracted, given or sold to any person." What is it that this language forbids? Not dealing in tangible things or articles of property wherever made, but the farming out, contracting, giving away or selling of convict labor. The words "product and profit of his work" do not refer to articles of property, but to the net value of labor. If the framers of the constitution intended to prohibit dealing in any article of merchandise, surely they would not have described the article by such vague terms as the *products of work*. A manufactured article is not known in common parlance, in law or political economy as the "product of labor." Of course, labor enters into its production, but in many cases it is an insignificant element. The article is the product of raw material and labor combined, or, as it is commonly expressed, labor and capital. The prohibition against dealing in any article of property can not be found in this section without giving to the words a strained and unnatural meaning. If any of the penal institutions of the State happen to have a farm attached to it, worked by the convicts, as some of them probably have, it would be a very narrow construction of this section to hold that the products or profits of the farm, whether consisting of cattle or other farm produce, could not be sold to the general public because it would be the products and profits of prison labor.

But if it be assumed for the purpose of the argument that the constitution does forbid the sale of prison made goods to the public, it would not help the statute in question, but, on the contrary, would furnish an additional reason for its condemnation. If the constitution forbids the sale of such goods, or prohibits dealing in them as merchandise, then clearly the legislature has no power to enact laws regulating and permitting such sales. That this was the purpose and was

the obvious effect of the statute in question in its entire scope and meaning must, of course, be admitted. Therefore, if the section means what is claimed for it, the legislature has attempted to regulate and permit what the constitution forbids. It has attempted to regulate and permit the sale of prison-made goods by fixing upon them a badge of their origin, when the constitution provides that they shall not be sold at all. It is difficult, therefore, to understand how any one, who believes that the constitution interdicts the sale of convict made goods, can at the same time reach the conclusion that the statute is in harmony with the constitution.

It would be manifestly unjust and inconsistent for the State, while it encourages and commands the employment of convicts and becomes itself the patron and customer of prison-made goods, to prohibit its citizens from dealing in the same property.

What policy could the framers of the constitution have had in view when providing for the employment of convicts and for drawing all supplies needed by the State from goods produced in the prisons, if at the same time they forbid the general public from dealing in the same class of goods? When it is asserted that the lawmakers intended to employ convict labor in the production of property, and at the same time enacted that the property so produced should not become a part of the general mass of merchandise in the State, or the subject of bargain and sale like other property, we look for language in the constitution so clear and explicit that no other construction is possible to be put upon it, but such language is not there. This construction would really impeach the honor and justice of the State, make it the sole beneficiary of convict labor and the sole competitor with free labor. I think the constitution is open to quite another construction, and one much more honorable to the State.

But such a construction of the constitution must, if adopted, encounter another and still more serious obstacle. Assuming that it forbids the sale in this State of the convict-made goods of Ohio, it is in conflict with the commerce clause of the Federal Constitution. The article described in the indictment in this case came into this State from a penal institution in Ohio through the operation of interstate commerce. The argument in favor of the validity of the statute assumes and asserts that it was not only the purpose of the statute, but of the constitution of the State, to discriminate against such articles and in favor of the same articles, produced by free labor, in the markets of this State. It was a regulation of commerce by means of which the value of merchandise produced in another State was to be depressed or its sale entirely prohibited. No State can in its sovereign capacity or in its fundamental law enact anything in violation of the Federal Constitution any more than can the legislature, acting in a representative capacity. That Constitution is the supreme law of the land; anything contained in the constitution or statutes of any State to the contrary notwithstanding. A State constitution which is in violation of the supreme law is of no more force than a State statute open to the same objection, so that, even if this statute was not in conflict with our own constitution, it would come under the condemnation of the Constitution of the United States. A State law which interferes with the freedom of commerce is not saved by the fact that it applies to all States alike, including the State enacting it. Interstate commerce can not be taxed, burdened or restricted at all by State laws, even though operating wholly within its own jurisdiction. If it is a regulation of commerce, the law relates to a subject within the exclu-

sive jurisdiction of Congress, upon which the State has no power to legislate. It matters not whether the regulation be under the guise of a law requiring a municipal license to sell certain goods, or a health law requiring inspection of the article, or a label law, as in this case, requiring the article to be branded or labeled. When they operate as burdens or restrictions upon the freedom of trade or commercial intercourse they are invalid. This statute manifestly discriminates against the sale of goods made in a prison in the State of Ohio by a certain class of workmen, and in favor of the same articles when made outside a penal institution and by free labor. In some of the States labor is much cheaper than in others. But the State where labor commands the highest price can not make discriminating regulations for the sale of the goods made in the State where it is cheapest in order to favor the interests of its own workmen. One State may have natural advantages for the production of certain goods by reason of location, climate or the rate of wages over another State where it costs more to produce them, but the latter can not by hostile legislation drive the cheaper made goods of the former out of its markets, even though such legislation would increase the wages of its own workmen. Trade and commerce between the States must be left free. The Constitution intended that it should be affected only by natural laws and the ordinary burdens of government imposed through the exercise of the taxing power equally on all property. The police power of a State can not be used to depress the price or restrict the sale of articles of commerce merely because they happen to be made in a prison or by a certain class of workmen, while the same articles made in some other place and by free labor are left untouched by the regulation. A citizen of this State who happens to buy goods made in a prison in Ohio has the right to put them upon the market here on their own merits, and if this right is restricted by a penal law, while the same goods made in factories are untouched, such a law is a restriction upon the freedom of commerce, and the objection to it is not removed by the fact that it may have been enacted in the guise of a police regulation. The validity of such a law is to be tested by its purpose and practical operation without regard to the name or classification that may have been given to it.

This State has declared its policy to utilize convict labor in the production of such articles as the government itself, or that of any political division, or the management of any public institution may need. The convict labor necessary to supply such a large consumption must necessarily in some degree at least affect the wages of free labor, if the argument in support of this law be correct, but the general public good overbalances any evil, real or imaginary, that may proceed from that policy. Some other State may not see fit to take all the profits of convict labor itself, but to sell the products in the market, and when the articles thus produced have been absorbed into the general mass of merchandise they can not be made the object of hostile legislation to depress their value any more than if they had been made in private manufacturing establishments. The statute in question is aimed at property produced by a certain kind of labor, and the plain purpose is to depress its value or restrict its sale in order to enhance the price or enlarge the demand for the same kind of property produced by some other kind of labor. It belongs to a class of laws which have become quite common in recent years, all resting largely upon the notion that the important problems involved in the social or industrial life of the people may be solved by legislation. This theory has, no doubt, a certain fascination over some minds, but so long as legislative power is

circumscribed by the restrictions of a written Constitution, a statute like this can not be sustained by the courts. Whether tested by the Federal or State Constitution it is, I think, an invalid law.

The judgment of the courts below sustaining the demurrer to the indictment should be affirmed.

CONSTITUTIONALITY OF STATUTE—PREFERENCE OF DISCHARGED UNION SOLDIERS, ETC., IN EMPLOYMENT ON PUBLIC WORKS—*State ex rel. Kreigh v. Board of Chosen Freeholders of Hudson County, 40 Atlantic Reporter, page 625.*—This was an application by the State of New Jersey to the supreme court thereof, on relation of George E. Kreigh, for a writ of mandamus against the above-named board. The court rendered its decision June 13, 1898, and denied the application. The application turned upon the construction of chapter 65, acts of 1897, the title of which reads as follows: "An act respecting the employment of honorably discharged union soldiers, sailors, and marines in the public service of the State of New Jersey, relative to removals." The body of the act provides for the preference in employment of ex-soldiers, etc., not only by the State but by the cities, counties, towns, and villages thereof, and regulates their removal from the public service of the State, etc. Chapter 155, acts of 1895, providing that "no person now holding a position or office under the government of this State, or the government of any city or county of this State" shall be removed "except for good cause shown," etc., was also interpreted by the court in its decision. The decision made by the court turned largely upon the effect of subsection 4 of section VII of article IV of the State constitution, which reads as follows: "To avoid improper influences which may result from intermixing in one and the same act such things as have no proper relation to each other, every law shall embrace but one object, and that shall be expressed in the title."

The opinion of the supreme court, delivered by Judge Dixon, reads as follows:

The relator asks for a mandamus commanding the board of chosen freeholders of Hudson County to restore him to employment as a carpenter to work about the grounds and buildings of the county court-house. The case shows that he was so employed by the board on December 17, 1896, to do whatever carpenter work he was directed by the county superintendent to do, for which he was to be paid $3.60 per day; that he was an honorably discharged Union soldier; and that on December 9, 1897, he was dismissed by the board, without any reason being assigned. His application for mandamus is based on the act of March 31, 1897 (P. L., 1897, p. 142) [chapter 65, acts of 1897]. But, because of the title, that act can not extend to persons not employed "in the public service of the State of New Jersey." The clauses in the body of the act relating to the cities, counties, towns, and villages of the State are inoperative, under our constitution. [Subsection 4 of section VII of article IV.] (Allen *v.* Commissioners, 57 N. J. Law, 303; 31 Atl., 219; Schenck *v.* State, (N. J. Sup.,) 37 Atl., 724.) The relator's

claim must therefore be tested by the act of March 14, 1895 (3 Gen. St., p. 3702) [chapter 155, acts of 1895]. That statute protects only those persons who hold "an office" or "a position;" and we think that, according to the views heretofore expressed as to the meaning of those terms (Lewis *v.* Jersey City, 51 N. J. Law, 240, 17 Atl., 112; Stewart *v.* Board, [N. J. Sup.,] 38 Atl., 842), the employment of the relator did not place him in either an office or a position, within the purview of that statute. He was to work by the day only, and the services to be rendered by him were merely such as, in the line of his trade, might be directed from time to time by his superior. Thus, he appears to have belonged to a class of employees who, according to the opinion pronounced by Mr. Justice Depue in Lewis *v.* Jersey City, ubi supra, were not included within such a statutory provision. The motion for mandamus must be denied, with costs.

CONSTITUTIONALITY OF STATUTE—WEIGHING COAL AT MINES—*Wilson v. State, 53 Pacific Reporter, page 371.*—Henry Wilson was convicted in the district court of Crawford County, Kans., of a violation of the provisions of chapter 188 of the acts of 1893 of that State, regulating the weighing of coal at the mine. He appealed to the court of appeals of the State, claiming that the statute was unconstitutional, and that court rendered its decision May 19, 1898, sustaining the constitutionality of the act in question and affirming the judgment of conviction had in the lower court.

The following, quoted from the opinion of the court of appeals, which was delivered by Judge Milton, shows the facts in the case and the important reason for the decision:

Appeal by Henry Wilson from a conviction under an information charging a violation of the provisions of chapter 188, Laws Kans., 1893. The case was tried by the court upon an agreed statement of facts, a jury having been waived. The title of the said chapter is, "An act to regulate the weighing of coal at the mine." Section 1 reads: "It shall be unlawful for any mine owner, lessee, or operator of coal mines in this State, employing miners at bushel or ton rates, or other quantity, to pass the output of coal mined by said miners over any screen or other device which shall take any part from the value thereof before the same shall have been weighed and duly credited to the employee and accounted for at the legal rate of weight as fixed by the laws of Kansas." Section 2 requires that the weighman employed at any mine shall subscribe an oath to do justice between employer and employee, and to weigh the output of coal from the mine in accordance with the provisions of section 1, and makes a violation of the act a misdemeanor. Section 3 provides that the miners employed by or working for any mine owner may employ a check weighman. Section 4 relates to fraudulent weighing. Section 5 reads: "Any provisions, contract, or agreement between mine owners or operators thereof and the miners employed therein, whereby the provisions of section 1 of this act are waived, modified, or annulled, shall be void and of no effect; and the coal sent to the surface shall be accepted or rejected, and if accepted, shall be weighed in accordance with the provisions of this act; and right of action shall not be invalidated by reason of any contract or agreement."

The information charged, substantially in the language of the first section of the statute, that Wilson was the superintendent and agent of the Mt. Carmel Coal Company, a private corporation, organized under the laws of this State, and engaged in the business of mining and selling coal for private gain, and that, as such superintendent and agent, he knowingly directed and caused all the output of coal from the company's mines, produced by its miners employed at ton rates, to be passed over screens before such output had been weighed (but with the knowledge of and by virtue of a contract with the miners), whereby a large part of the value of the coal was taken therefrom before the same had been weighed and duly credited to the miners, and accounted for, at the legal rate of weights, as fixed by the laws of Kansas. The agreed statement of facts practically admitted the allegations of the information, and added thereto that the miners were employed by Wilson under contracts providing for payment at ton rates; that the output of the mines should be passed over screens before being weighed, and that the miners should be paid at the rate of 95 cents per ton of screened coal; that a portion of the coal, consisting of "nut" and "slack," produced by the said miners, passed through the screen, and did not reach the scales, and was not weighed, and that such slack and nut coal so deducted from the output of the mine by screening had a marketable value; that to comply with the provisions of this act would require the coal company to purchase an extra set of scales; that all of the miners in the employ of the coal company were of full age, and legally competent to contract and to be contracted with.

Appellant claims that the act under which he was convicted is unconstitutional and void, for the reason that it is violative of the bill of rights of this State, and also of section 1 of the fourteenth amendment to the Federal Constitution, this being the principal contention. It is also claimed that, under the facts of the case, appellant is not guilty even if the law is valid.

1. Referring to the last-stated contention, which is presented first in appellant's brief, we remark that his counsel, throughout their whole argument, assume that the object of this act is to regulate the rate of wages to be paid by mine operators to their employees. We think this assumption is unwarranted, and that, in so far as the arguments of counsel rest upon it, such arguments are irrelevant to the questions which properly arise in the case. It would hardly be claimed that the act would be valid, within the provisions of section 16 of article 2 of the State constitution, if the body thereof contained provisions fixing the rate of wages of miners, under the title, "An act to regulate the weighing of coal at the mine."

Counsel say that it was clearly the intention of the legislature to punish the act of passing the output of a coal mine over a screen or other device which should take any part from its value in determining the wages or compensation to be paid the miners, or its value as the measure of the wages to be received, and that where any part of its value as such measure is not only not taken away, but is increased by screening (as they claim is true in this case), such an act is not a violation of the law. We can not agree with this construction of the statute. It was manifestly the intention of the legislature to require that, where a screen is used by any mine operator, the same shall not be employed prior to the weighing of the coal if the use of the screen would take from the coal any part thereof which has a money value. It is not an act to prohibit the screening of coal, but it is an act to regulate the weighing of coal before screening. The agreed statement of

facts shows that the law was disregarded in this case. It also shows that to comply with the provisions of this law would require the coal company to purchase an extra set of scales; that is, the evidence shows that, while the act has been a law of the State for more than four years, the coal company had made no provision for complying with its terms. It is plain that the company has rested upon its "constitutional rights" while declining to obey a statute. It has asserted its "inalienable right" of contracting in defiance of a law.

2. In support of the claim of the unconstitutionality of this enactment, counsel argue at great length that a legislative act may be unconstitutional where it invades the inherent rights of the citizen to life, liberty, and the pursuit of happiness, even if no express constitutional provision is violated. Much research has been devoted to this branch of the case, and it is presented with great clearness and vigor. The proposition is sustained by a multitude of authorities. The limitation to this rule is that a very clear case of such invasion of rights must appear to justify a court in holding an act to be unconstitutional upon the ground stated. As a basis to their argument that this act violates section 1 of our bill of rights and section 1 of the fourteenth amendment to the Constitution of the United States, counsel for appellant say: "What does the statute in question attempt to do? If the contention on behalf of the State is correct, section 1 makes it unlawful for any mine owner, lessee, or operator of coal mines in this State employing miners at bushel, ton, or other quantity rates to make any contract with the miner for compensation on the basis of screened coal." They further say that, if the statute is valid, a contract which modifies or violates its terms is void, and that, no matter how beneficial it would be to the miner to enter into a contract for screened coal, for which he might receive a much greater price per ton than for unscreened or "mine-run coal," he could not maintain an action to recover his wages under such a contract, and that, in any event, his recovery would be limited to the price for mining unscreened coal. They also maintain that the effect of the law is to destroy the right of the miner to contract in respect to his own labor; that the right of contracting is a property right; that labor is property; and that the right to labor and to make contracts in respect thereto upon such terms as may be agreed upon between the parties is included in the declaration set forth in section 1 of our bill of rights.

We have already referred to what we consider a fundamental error in the theory of the appellant, in that he claims the object and purpose of this act to be the regulation of the wages of the miners. His counsel have repeatedly stated that it must be presumed in this case that the miners, with different propositions respecting the basis for the payment of their wages open before them, have chosen the proposition most favorable to themselves. Throughout their whole argument the idea that this act is intended to fix and regulate wages is kept prominent. As we have already stated, we should hold this law to be invalid if it in terms expressed such purpose, and that neither the title of the act nor the act itself directly or indirectly purports to relate to the matter of wages. If, therefore, the construction counsel seek to place upon this act be held erroneous, their arguments and deductions along this line can have no great weight in determining its constitutionality. We regard this law as being what it purports to be, as set forth in its title, and that it is intended as a police regulation, general in its application to all owners of coal mines and laborers who work in such mines. It is not therefore objectionable, as being class legislation.

It is a matter of current history, with which all citizens are familiar, that serious differences have arisen between mine operators and their employees as a result of the use of devices for screening coal. The reports of the labor bureaus of all the States wherein coal mines are operated abound in information upon this subject. It is evident that the legislature regarded the weighing of coal at the mine before screening as being properly subject to, and requiring, regulation. Of course, where screens are not used, the entire output of coal produced by each miner is weighed. Where screens are employed, such output is required to be weighed, if the effect of the screening would be to remove a portion (having value) of such output. The tendency of such a law would be to prevent possible fraud and imposition by the mine owner, and to place operator and operative upon a more nearly equal basis in respect to their mutual relations and interests than would otherwise exist. Counsel for appellant say: "It need not be argued to this court that where different propositions are open to the choice of men, whether they be miners or wood choppers, it will be presumed that the proposition most favorable to them will be accepted;" and that it must be presumed in this case that the miners agreed to that proposition which insured or promised to them the best wages. The objection to this view is the assumption that an option was presented to the miners as to the basis of their contracts. As already noted, the coal company had made no provision for weighing coal before screening the same, from which it is clear that the assumed option could not have been exercised. Until proper provision is made for weighing the coal, the miner can not exercise a choice. In the way provided by this statute, and in no other way, will an equitable basis be reached. As stated by the Supreme Court in the case of Holden *v.* Hardy [18 Supreme Court Reporter, page 383], proprietors of coal mines and their operatives do not stand upon an equality, and their interests are to a certain extent conflicting.

3. But, as we view this act, it is by no means an innovation or a legislative novelty. Not only is it not novel or at variance with present legislation elsewhere, but the principle involved has been expressed in other statutes of this State for many years, and has been embodied in the laws of some of the older States for almost a century. In our statutes relating to cities of the first class it is provided that the council may prescribe rules for weighing and measuring every commodity sold in the city, in all cases not otherwise provided for by law, and may provide for the weighing of hay, grain, and coal, and regulate and prescribe the place or places of sale of such articles. In the statutes relating to cities of the second class similar provisions are made; and cities of the third class, in addition to the provisions for such weighing, are empowered to purchase and locate public scales for such weighing, and to appoint a weighmaster. If such regulations as we have just considered are valid, this act requiring the weighing of coal at the mine is also valid. If statutes may be enacted for the benefit of the buyer who is otherwise without protection from fraud and imposition, laws may be enacted to protect the seller who would otherwise be liable to imposition and fraud. The difference in principle between the two instances is ethereal. The law's consideration and protection are extended to the party occupying the disadvantageous position.

In this case it may be said that the miner has brought the product of his toil to the market when the car containing the coal he has mined rests beneath the sun, which shines not where he delves, just as truly as that the farmer has brought his hay to market when he enters the city, where it is to be weighed and delivered to a customer, and where

he may be required by ordinance to have it weighed on scales not of his choosing. To weigh coal before it is screened is to preserve the weight of the entire product of the miner's labor. He may be far beneath the surface of the earth, engaged in his arduous task; but if what he produces is properly weighed, in accordance with the law, and subsequently accounted for, he is put upon a basis of equality with the purchaser—the operator of the mine—in matters of contract relating to such product.

In conclusion: We have given the important matters here involved much consideration, with the earnest desire to reach a right decision. Our judgment has not been persuaded that this act violates either the letter or the spirit of the constitution of this State or that of the United States. We are unable to affirm that the legislature has not "adopted the statute in the exercise of a reasonable discretion." Guided by the rule laid down by our supreme court in State *v.* Barrett, 27 Kan., 213, that "the action of the lawmaking power must in all cases be upheld unless its action is manifestly in contravention of the constitution," we hold chapter 188, Laws 1893, to be constitutional and valid. The judgment of the trial court is affirmed. All the judges concurring.

Employers' Liability—Negligence of Mine Boss—Fellow-Servants—*Williams v. Thacker Coal and Coke Co., 30 Southeastern Reporter, page 107.*—Action was brought by Levy Williams, administratrix of John M. Williams, deceased, against the above named company to recover damages for the death of said Williams while in the employ of said company. He was killed by the falling upon him of a large piece of slate from the roof of the mine, owing, as alleged, to the negligence of a mine boss who had been appointed under the provisions of section 6 of chapter 70 of the acts of 1883, as amended by chapter 50, acts of 1887 [Code of 1891, page 995, section 11]. The case was heard in the circuit court of Mingo County, W. Va., and the defendant company filed a demurrer to the plaintiff's declaration. Said demurrer was sustained and a judgment was rendered for the company. The plaintiff then carried the case on writ of error to the supreme court of appeals of the State, which rendered its decision April 2, 1898, and affirmed the judgment of the lower court.

The court's opinion was delivered by Judge McWhorter, and contains the following language:

Section 11, p. 995, Code 1891, append., provides that, "in order to better secure the proper ventilation of every coal mine, and promote the health and safety of persons employed therein, the operator or agent shall employ a competent and practical inside overseer, to be called 'mining boss,' who shall be a citizen and an experienced coal miner, or any person having two years' experience in a coal mine;" and in prescribing the duties of such mining boss it provides that "he shall see that as the miners advance their excavations, proper break throughs are made as provided in section ten of this act, and that all loose coal, slate, and rock overhead in the working places and along the haulways be removed or carefully secured, so as to prevent danger to persons employed in such mines," etc. This statute is taken from the statute

of Pennsylvania. The latter requires the "owner or agent [of any coal mine] to employ a competent and practical inside overseer to be called 'mining boss,'" and then prescribes his duties, similar to those prescribed by our statute, while ours prescribes that such mining boss "shall be a citizen and an experienced coal miner, or any person having two years' experience in a coal mine."

Under the Pennsylvania statute, in Reese *v.* Biddle, 112 Pa. St., 79, 3 Atl., 814, Justice Paxton, in the opinion of the court, says: "It was plain error to instruct the jury that the defendants were responsible for the negligence of their mine boss. There was no evidence that he was not competent to perform his duties, and hence no negligence can be imputed to defendants for employing him. It has been repeatedly held that a mining boss is such a fellow-servant as, in case of an injury to other employees through his negligence, the master is not responsible," and cites Lehigh Valley Coal Co. *v.* Jones, 86 Pa. St., 432; Canal Co. *v.* Carroll, 89 Pa. St., 374, and Bridge Co. *v.* Newberry, 96 Pa. St., 246. "The operator of a coal mine fulfills the measure of his duty to his employees if he commits his work to careful and skillful bosses and superintendents, who conduct the same to the best of their skill and ability." (Waddell *v.* Simoson, 112 Pa. St., 567, Syl., point 3, 4 Atl., 725.)

The statute [of West Virginia] requires that the operator or agent of every coal mine shall employ a competent and practical inside overseer. For what purpose? To better secure the proper ventilation of the coal mine, and promote the health and safety of persons employed therein. Operators and agents are not supposed to have the practical knowledge necessary to look after these matters which are of so much importance to the interests of the miners and employees in and about the mines; therefore the legislature, with proper solicitude for the welfare of those who brave the dangers of the mines in order to make a living for those dependent upon them, asserts its prerogative, and so far interferes with the private business of the capitalist who engages in the mining business as to require him to take into his employment a person whose experience in the business and sound judgment equip him for such management and oversight of the conduct of the mine as to reduce the dangers thereof to a minimum. The operator is left no choice—no discretion—in the matter. Although he may himself be a practical miner, possessed of all the qualifications of a mine boss, yet under the statute he is compelled to employ such person. Did the appellee in this case comply with the statute? The record shows that Thomas Litefoot, a man 39 years of age, a practical miner of nearly 30 years' experience in "digging coal and doing everything in a coal mine," was at the time of the injuries complained of, and had been for some months prior thereto, the mine boss in the employ of the appellee. What more could be required of appellee than compliance with the strict provisions of this statute for the protection and safety of the miners and other employees of the mines? There is no evidence tending to show incompetence of the mining boss, or negligence of appellee in employing him in that capacity; none whatever to prove, or tending to prove, that appellee knew or had notice of any part of the mine being in a dangerous condition. "Where a person or corporation is compelled by law to employ an individual in a given matter, no liability attaches for his tortious or negligent acts." (14 Am. & Eng. Enc. Law, 809.)

In Waddell *v.* Simoson, supra, Justice Gordon says, in the court's opinion: "Moreover, as the defendants had complied strictly with the eighth section of the act of 3d of March, 1870 [of Pennsylvania], in pro-

viding a practical and skillful inside overseer or mining boss, as they had thus fulfilled the duty imposed upon them by the general assembly, it is not for this or any other court to charge them with an additional obligation. * * * It is too plain for argument that, if the defendants have not violated said act, they are not responsible. To this doctrine we must adhere, and the more so that it is just and reasonable. The act is one of great practical utility to the miner, and lays upon the proprietors of mines all the burdens they ought of right to bear. They must provide capable overseers for their works, and they must furnish what, by such overseers, is required for the safety and welfare of the men engaged in those works. More than this they can not do, for upon the judgment and skill of these practical agents they must depend quite as much as any of the men who are engaged in their mines. Bosses, however well-intentioned and skillful, can not always be on the watch. Occasionally they will fail in judgment, and at times even be negligent. But of this the workman is quite as well aware as his employer, and upon entering upon the employment of mining he must assume the risks that are ordinarily incident thereto, among which are those accidents that may result from negligence of coemployees, of whom, as we have seen, the mining boss is one." In all the cases decided in Pennsylvania under the statute requiring operators of mines to employ mine bosses, it is held that these mine bosses are fellow-servants with the miners and employees in the mines.

The duty of the operator or agent [under the West Virginia statute] is to employ a competent mine boss according to the provisions of the statute, and when he has done so he has discharged his duty to his employees in relation to those duties which the statute prescribes shall be performed by such mine boss, and the operator or agent is not liable for injuries arising from the negligence of the mine boss, who is not a vice principal, as his duties are not delegated to him by his employer, but are prescribed by statute; and he is a fellow-servant, as in case of an injury to other employees through his negligence the master is not responsible. The judgment must be affirmed.

EMPLOYERS' LIABILITY—NEGLIGENCE OF SUPERINTENDENT—*Rion v. Rockport Granite Co. and Levigne v. Same, 50 Northeastern Reporter, page 525.*—These actions were brought in the superior court of Essex County, Mass., to recover damages against the above-named company for personal injuries received while in its employ. Evidence showed that one Labelle, alleged to be a superintendent, placed a can of powder near the edge of a pit at the company's quarry; that soon after a tag-rope attached to a derrick being set in motion, hit the can, turned it over, and spilled the powder, which went down into the pit and exploded, and that said explosion injured both the plaintiffs. The claim was made under the provisions of section 1 of chapter 270 of the acts of 1887, as amended, which, so far as applicable to this case, reads as follows:

Where * * * an injury is caused to an employee, who is himself in the exercise of due care and diligence at the time: * * * (2) By reason of the negligence of any person in the service of the employer, intrusted with and exercising superintendence, whose sole or principal

duty is that of superintendence, * * * the employee * * * shall have the same right of compensation and remedies against the employer as if the employee had not been an employee of nor in the service of the employer, nor engaged in its work.

Judgment was rendered for the company and the plaintiffs appealed the cases to the supreme court of the State, which rendered its decision May 19, 1898, and affirmed the judgment of the lower court, deciding that the negligent act of an employee whose principal duty was that of superintendence, said act being the cause of the injury complained of, must be an act of superintendence and not one of manual labor only in order to render the employer liable under the statute.

The opinion of the supreme court was delivered by Judge Morton, and upon the point above mentioned he used the following language therein:

We think that there was testimony tending to show that the principal duty of Labelle was that of superintendence, though he also performed manual labor. But we think that the act of putting down the can of powder where he did, which is all the negligence that is relied on, hardly can be said to have been an act of superintendence on Labelle's part, even if we assume that it was negligent to leave the can where he did. There was testimony tending to show that to some extent the bosses, of whom Labelle was one, had charge of the blasting. If the work of blasting was in some sense in the nature of superintendence, the mere act of fetching and putting down a can of powder preparatory to blasting could hardly be described as an act of superintendence, or as anything more than an act of manual labor on the part of Labelle. There was nothing in it involving any control over or direction to any other workman, or requiring any skill, or distinguishing it from any other act of manual labor. When a person is employed to work with his hands, as well as to exercise superintendence, as was the case with Labelle, the line must be drawn somewhere between what are acts of superintendence and what acts of manual labor, or all that he does must be regarded as superintendence or as manual labor, which manifestly would be unjust. We think that in this case the act of fetching and putting down the can of powder must be regarded as an act of manual labor.

EMPLOYERS' LIABILITY — RAILROAD COMPANIES — INTERPRETATION OF STATUTE—*Fallon v. West End Street Railway Co., 50 Northeastern Reporter, page 536.*—This case was brought up to the supreme court of Massachusetts on exceptions from the superior court of Suffolk County. It was an action brought by a conductor against a street railway company in whose employ he was injured, said injury being due, as alleged, to the negligence of a motorman employed by the same company. Judgment was rendered for the company in the superior court and the plaintiff, Fallon, took exceptions. The supreme court rendered its decision May 20, 1898, and overruled the exceptions, affirming the judgment of the lower court. The case hinged upon the inter-

pretation of clause 3 of section 1 of chapter 270 of the acts of 1887, as amended, which, so far as it affects this case, reads as follows:

Where * * * personal injury is caused to an employee, who is himself in the exercise of due care and diligence at the time: * * * (3) By reason of the negligence of any person in the service of the employer who has charge or control of any * * * locomotive engine or train upon a railroad, the employee, * * * , shall have the same right of compensation and remedies against the employer as if the employee had not been an employee of nor in the service of the employer, nor engaged in its work.

The opinion of the supreme court was delivered by Judge Morton, and reads as follows:

The plaintiff contends that a street railway car operated by electricity upon a street railway track is a "locomotive engine or train upon a railroad," within the meaning of St. 1887, c. 270, § 1, cl. 3. So far as any definition has been given by statute to the word "railroad," it has been confined to railroads operated by steam. (Pub. St., 112, § 1.) It is true that this is declared to be the meaning of the word for that and the following chapter, and that in other cases the word has been held to include street railways. (Central Nat. Bank of Worcester *v.* Worcester Horse R. Co., 13 Allen, 105.) It is also true that tracks laid for temporary purposes, but used for locomotives operated by steam, and for cars such as are used on steam railroads, have been held to be railroads, within the meaning of the act. But we think that by the words "locomotive engine or train upon a railroad" must be understood a railroad and locomotive engines and trains operated and run, or originally intended to be operated and run, in some manner and to some extent by steam. This, undoubtedly, was the sense in which the words were used by the legislature when the statute was enacted; and we do not feel justified now in giving to them the broad construction for which the plaintiff contends. Possibly, a railroad, when the motive power has been changed in part or altogether from steam to electricity or some other mechanical agency, but which retains in other respects the characteristics of a steam railroad, would come within the purview of the act. It is not necessary, however, to decide that question now. The defendant is a street railway operated by electricity, and running the usual street car in the usual manner. We think that a car belonging to it, and operated in the manner in which cars upon street electric lines usually are, can not be said to be a locomotive engine or a train upon a railroad, within the meaning of the statute in question. Exceptions overruled.

EMPLOYERS' LIABILITY—RAILROAD COMPANIES—NEGLIGENCE OF COEMPLOYEE, ETC.—*Akeson v. Chicago, Burlington and Quincy Railroad Co., 75 Northwestern Reporter, page 676.*—Action was brought by one Akeson against the above-named railroad company to recover damages for personal injuries sustained while he was in the employ of said company. After a hearing in the district court of Montgomery County, Iowa, a judgment was rendered for the plaintiff and the railroad company appealed the case to the supreme court of the State, which rendered its decision May 26, 1898, and affirmed the judgment of the lower court.

The following, quoted from the opinion of the supreme court, delivered by Judge Ladd, shows the more important points of the decision and the facts in the case:

For about two and one-half years before the month of August, A. D. 1892, when the accident in question occurred, the plaintiff had worked for the defendant in its coal house at Red Oak. His duties required him to shovel coal from the cars into the chutes, to break the coal, and wet it for use, and to assist in filling the tenders of locomotive engines with coal. In the month referred to the coal house was rebuilt, and, while that was being done, tenders were supplied with coal from cars which were placed on the coach track next to the main line. The sides of the coal cars were about four feet high, and, when a tender was to be loaded, it was run onto the main line track, opposite the coal car. A bridge was made by placing together two planks (each of which was about ten feet in length, one foot in width, and two inches in thickness) in such manner that one end of each plank rested on top of the coal car, and the other on top of the tender. The bridge thus made was nearly level, and was used by the plaintiff and a coemployee in passing from the car, with a box which was provided with handles at each end, and was filled with coal, and in returning with the empty box after its contents had been dumped into the tender. On the day of the accident a locomotive engine in charge of an engineer and fireman was run up to the coal car for coal, and a bridge was made, and the tender filled by the plaintiff and his coemployee, Forshay, in the manner described. When that work was finished, Forshay remained on the tender, as he frequently did, for the purpose of riding on it to the water tank, to get water for the engine, while the plaintiff returned over the bridge to the coal car. As he was about to step from the bridge to the car, Forshay picked up a plank and shoved it into the car. The plaintiff claims that the plank caught one of his feet, and made him fall or jump into the car in such a manner as to cause a double hernia, and the evidence tends to sustain that claim. The verdict and judgment in his favor were for the sum of $1,500.

The liability of the defendant depends upon the meaning and application of section 2071 of the Code (section 1307, Code of 1873), which is as follows: "Every corporation operating a railway shall be liable for all damages sustained by any person, including employees of such corporation, in consequence of the neglect of agents or by any mismanagement of the engineers or other employees of the corporation, and in consequence of the willful wrongs, whether of commission or omission, of such agents, engineers, or other employees, when such wrongs are in any manner connected with the use and operation of any railway on or about which they shall be employed, and no contract which restricts such liability shall be legal or binding."

The evidence tends to show that the accident was occasioned by the negligence of Forshay. It is said, however, that this was in no manner connected with the use and operation of the railway.

The court, in order to uphold the constitutionality of the law in Deppe *v.* Railroad Co., 36 Iowa, 52, limited the term "employees" to those engaged in operating the railroad, saying, through Cole, J.: "The manifest purpose of the statute was to give its benefits to employees engaged in the hazardous business of operating railroads. When thus limited it is constitutional; when extended further, it becomes unconstitutional." That the employment at the time of the injury must have exposed the complainant to the hazards of railroading, without refer-

ence to what he may be required to do at other times, is no longer questioned.

The peculiarity of the railroad business, which distinguishes it from any other, is the movement of vehicles or machinery of great weight on the track by steam or other power, and the dangers incident to such movement are those the statute was intended to guard against. If, then, the injury is received by an employee whose work exposes him to the hazards of moving trains, cars, engines, or machinery on the track, and is caused by the negligence of a coemployee in the actual movement thereof, or in any manner directly connected therewith, the statute applies, and recovery may be had. Beyond this, the statute affords no protection. The purpose of the lawmakers was evidently not to make men, because employed by railroad companies, favorites of the law, but to afford protection owing to the peculiar hazards of their situation. That the plaintiff's employment exposed him to the peculiar dangers of railroading admits of no doubt. The important question is whether the negligence of Forshay, causing the injury, was so immediately connected with and incident to the movement of the engine and tender as to come within the statute. We think it was. The engine had been detached from an incoming freight train, and was moved opposite the coal car, for the purpose of filling the tender with coal to be used as fuel, and, this done, by running two planks from the tender to the coal car. Over these the coal was carried in boxes, and, when this work was done, these were necessarily taken from the tender to enable the engine to move from the main track. In doing this, Forshay picked up and pushed one of the planks just as the plaintiff was about to step on the coal car, and, to save himself, the latter was compelled, in order to avoid this plank, to jump sidewise among some boxes below. The very purpose of removing the plank was to enable the engine to move, and if, in doing this, Forshay was negligent, such negligence was so closely connected with the movement as to come within the terms of the statute. Indeed it is difficult to conceive of a case where negligence not in the actual movement of an engine is more directly connected therewith.

FACTORY INSPECTION—VIOLATION OF ACT—*People v. Dow, 76 Northwestern Reporter, page 89.*—In the recorder's court of Detroit, Mich., one Alexander Dow was convicted of violating the factory inspection law. He brought the case upon writ of error before the supreme court of the State, and a decision was rendered by said court July 12, 1898, in which it reversed the judgment of the lower court.

The opinion of the supreme court, in which the facts in the case are sufficiently set out, was delivered by Judge Montgomery, and reads as follows:

The respondent was prosecuted for a violation of act No. 184, Laws 1895, known as the "Factory inspection law." This law provides that "the commissioner of labor * * * and deputy factory inspectors shall be factory inspectors in the meaning of this act, and are hereby empowered to visit and inspect at all reasonable hours and as often as practicable or required, the factories and workshops and other manufacturing establishments in the State," etc. A further provision is, that any person who refuses or omits to comply with any of the foregoing

provisions of this act, or any person who interferes in any manner with the factory inspector in the discharge of his duties, shall be punishable, etc. The charge preferred against this respondent is that he did unlawfully interfere with one Otto Reinhardt, a deputy State factory inspector, in the discharge of duties, "in refusing him access to the machinery department of the Edison Illuminating Company, of which said Alexander Dow was then and there the general manager."

The evidence on the trial disclosed that the inspector visited the premises of the Edison Illuminating Company, and was referred by the person in charge of the office to the engineer. The office was upstairs. He then went downstairs, and found a door which he assumed to be the door leading into the engine room. It appears by the undisputed testimony that, as a matter of fact, this was not the regular door used for that purpose; that, while it led indirectly to the engine room by means of a flight of steps, yet there was a regular door to the engine room. While standing near this door the respondent entered the other door. The parties are not agreed as to just what the conversation was, but both do agree that respondent directed Mr. Reinhardt to the engineer, and directed him to go around to the other door. This the inspector refused to do, but demanded admission at the door in question.

The prosecuting attorney in his brief says that the question to be decided is whether the factory inspector or his deputy has the right, at all reasonable times, to enter at any door or entrance that is open, and through which access may be gained to the machinery, in any factory that the duties of the factory inspector or his deputy, as set forth in the statute under which the warrant in this case was issued, may call him, or whether the factory inspector or his deputy [may] be compelled to enter such factory through such opening or door as the proprietor or person in charge may see fit to designate. We have no hesitancy in answering this question, and affirming that it is the duty of the factory inspector to observe the reasonable regulations of the proprietor. The authority conferred by this statute is extraordinary, and due regard to the rights of others would suggest to the officers that the authority be exercised in such a way as to avoid collision with the owner or occupant, if possible. It is not suggested that the door to which this factory inspector was directed did not afford access to the department which he sought to inspect. This being so, it can not be said that the respondent interfered with the inspector by refusing him access to the machinery department of the company, unless it be held that the inspector is to be the judge of the aperture through which he is to enter. It would, of course, be a physical possibility to enter through an open window, but, if the proprietor had provided a door to admit persons to the premises, he would not be bound to permit the inspector to enter at the window. The case would have been quite different if the refusal had been captious, or if the door to which the inspector had been directed would not have afforded him full access to all parts of the factory which he desired to inspect. The provisions of the law are wise and salutary, and we would by no means be disposed to place such a construction on the statute as would be calculated to unnecessarily hamper officers in the discharge of their duty; but, on the other hand, the power to enter upon private premises for the purpose of inspecting property is a delicate power, and should be exercised with great caution. We think the evidence in this case did not warrant a conviction. Judgment will be reversed, and a new trial ordered.

MASTER AND SERVANT—REFUSAL TO PERFORM SERVICES—CRIMINAL LIABILITY—*McIntosh v. State, 23 Southern Reporter, page 668.*—In an action heard in the county court of Wilcox County, Ala., Alexander McIntosh was convicted of obtaining money from his employer under a written contract of hire with intent to defraud. Said conviction was had under the provisions of section 4730, Code of 1896, which reads as follows:

Any person, who, with intent to injure or defraud his employer, enters into a contract in writing for the performance of any act or service, and thereby obtains money or other personal property from such employer, and, with like intent, and without just cause, and without refunding such money, or paying for such property, refuses to perform such act or service, must, on conviction, be punished as if he had stolen it.

The charge made was that McIntosh, with intent to injure or defraud his employer, entered into a contract in writing for the performance of services, and thereby obtained $20 from said employer, and with like intent, and without just cause, and without refunding such money, refused to perform such services in violation of the above-quoted section of the Code. After the introduction of the evidence the defendant requested the court to give to the jury the following charge: "The court charges the jury that if they believe from the evidence that Alexander McIntosh performed enough labor, at the rate of nine dollars per month, to pay the twenty dollars charged in the indictment, then, in that event, they must acquit the defendant." The court refused to give this charge and the defendant, being convicted, appealed the case to the supreme court of the State, which rendered its decision June 2, 1898, and reversed the judgment of the lower court.

The opinion of the supreme court, delivered by Chief Justice Brickell, reads as follows:

The accusation against the defendant was founded on an alleged violation of the statute (Code 1886, § 3812; Code 1896, § 4730) directed against frauds practiced on employers by servants or employees, obtaining money or other personal property from the employer upon a contract in writing for the rendition of service. In Ex parte Riley, 94 Ala., 82, 10 South., 528, it was said by Walker, J., in exposition of the statute: "The effect of this statute is to provide for the punishment criminally of a certain class of frauds which are perpetrated by means of promises not meant to be kept." And further it was said: "The ingredients of this statutory offense are: (1) A contract in writing by the accused for the performance of any act or service; (2) an intent on the part of the accused, when he entered into the contract, to injure or defraud his employer; (3) the obtaining by the accused of money or other personal property from such employer by means of such contract, entered into with such intent; and (4) the refusal by the accused, with like intent, and without just cause, and without refunding such money or paying for such property, to perform such act or service. This statute by no means provides that a person who has entered into a written contract for the performance of services, under which he has obtained money or other personal property, is punishable as if he had stolen such money or other personal property, upon his refusal to perform the contract,

without refunding the money or paying for the property. A mere breach of the contract is not, by the statute, made a crime. The criminal feature of the transaction is wanting, unless the accused entered into the contract with intent to injure or defraud his employer, and unless his refusal to perform was with like intent, and without just cause."

In the present case the only witness examined to show the criminating constituents of the offense was the employer and prosecutor, who testified that the defendant, in November, 1896, entered into a contract in writing to work for him as a farm laborer for the term of 12 months, and for his services he promised to pay defendant $9 per month. At the time of entering into the contract he advanced the defendant the sum of $20, and the defendant worked for him under the contract for a period of 7 months, when, without his consent, he abandoned the service. Under the contract, on the expiration of each month, the defendant became entitled to receive the monthly installment of the wages the employer had contracted to pay, and the right of action for the recovery of each installment was perfect. In view of the relation of the parties, the employer had the right to retain the wages until the money he had advanced was refunded. Refunding the money, or restoring other property, with which the employer, by reason of the contract, was induced to part, is a principal purpose the statute is intended to enforce. When the money is refunded, or the property restored, the employer is saved from injury or loss, and subsequent breaches of the contract must be redressed by the pursuit of civil remedies. The rendition of service by the defendant for a period more than sufficient to have repaid the money advanced to him, takes away an essential ingredient of the offense. The county court erred in the refusal of the instruction requested by the defendant. The judgment is reversed, and the cause remanded. The defendant will remain in custody until discharged by due course of law. Reversed and remanded.

DECISIONS UNDER COMMON LAW.

ASSIGNMENT OF FUTURE WAGES—GARNISHMENT—*Harrison v. Louisville and Nashville Railroad Co., 23 Southern Reporter, page 790.*—This was a suit in garnishment brought by George E. Harrison against the above-named railroad company in the city court of Birmingham, Ala. From a judgment in favor of the company the plaintiff appealed to the supreme court of the State, which rendered its decision June 16, 1898, and affirmed the judgment of the lower court.

The opinion of the supreme court, delivered by Chief Justice Brickell, contains a sufficient statement of the facts in the case and reads as follows:

In a contest of the answer of a garnishee, admitting an indebtedness of $4.29, it appeared, from an agreed statement of facts and other testimony in the case, that at the time of the service of the writ, May 28, 1895, the defendant was in the employ of the garnishee, the Louisville and Nashville Railroad Company, as a switchman, and continued in its service until June 30, 1895, earning during that period the sum of $29.29, which was payable on the 14th of the next month. On June 30, 1895, while still in the employ of the garnishee, the defendant bought from the Birmingham Mercantile Company goods to the amount of $25, which sum garnishee withheld from the wages earned by defend-

ant during the above period, and paid to the Birmingham Mercantile Company on July 14, 1895, the regular pay day for the wages thus earned. Previous to the service of the writ of garnishment the garnishee had made an arrangement with the Birmingham Mercantile Company by which it was agreed that in the event any of the switchmen or brakemen employed by the garnishee should, during any month while in its employment, purchase goods and provisions from said company, the garnishee would withhold from the earnings of said employee during said month, and pay to said company on the regular pay day, the amount due for the goods so purchased, not exceeding $25 per month, provided the employee had earned that amount, which agreement, which was in force during the whole of the year 1895, and up to the time of the trial, was to continue in force until further notice from the garnishee. The defendant had knowledge of this agreement, and had ratified its terms, previous to the suing out of the garnishment in this case. With respect to those of the employees of the garnishee who ratified this agreement, its practical as well as legal effect was that of an order on the garnishee, accepted by it, to pay to the mercantile company, on the regular pay day, out of the future wages to be earned by them, the amount of the account due said company for provisions advanced during the preceding month, not exceeding $25. It would authorize the mercantile company to maintain an action against the garnishee for the recovery of the amount due on an account thus incurred by the employee while the agreement was in force, and would preclude any recovery by the employee, in an action of debt or indebitatus assumpsit against the garnishee, of the wages earned by him, except such as exceeded the sum of $25, or the amount of said account.

As to each of the employees who dealt with the mercantile company with knowledge of the agreement, and acquiescence in its terms, it operated as an assignment each month to said company, made while in the employ of the garnishee, of the future wages to be earned by him during the month, to the amount of $25, in consideration of the advances to be made to him by the assignee. Such assignment of wages to be earned in the future under an actual employment subsisting at the time of the assignment, when made in good faith and for a valid consideration, has universally been held to be valid, not only for the security and payment of a present indebtedness, but for such advances as the assignor may find it necessary to obtain, although his wages per month may vary, and he may be liable to removal at any time. (Wellborn *v.* Buck (Ala.), 21 South., 786; 2 Am. & Eng. Enc. Law (2d ed.), 1031.)

The good faith of the parties to the agreement in making the same, or of the defendant in ratifying it and acquiescing in its terms, or of the mercantile company in furnishing the provisions to the defendant, is not impeached by any evidence in the record. The mercantile company is not shown to have had any notice of the garnishment at the time it furnished the goods; and no duty devolved upon the garnishee to give it such notice, or to discontinue the operation of the agreement, as to this defendant, because of the garnishment. What would have been the effect on the question presented if such notice had been given, we do not now consider. Treating the agreement as, in effect, a valid assignment of the defendant's wages, the principle involved in the question presented by the appeal does not differ from that considered and determined at the last term in the case of Wellborn *v.* Buck, supra, in which it was held that in a garnishment proceeding, in which the garnishee had suggested a third person as a claimant of the wages admitted to have been earned by the defendant, the claim was sus-

tained by proof that prior to the service of the garnishment writ the garnishee had accepted an order given by the defendant, while in its employ, authorizing it to pay to claimant, out of the future wages to be earned, a sum not exceeding a certain amount, which order had been given in consideration of advances to be made to the defendant by the claimant. The agreement in this case vested in the mercantile company the right to $25 of the wages earned by the defendant, and the lien of the garnishment, created by its service, did not, therefore, attach to any except the excess of said wages over and above that amount; and, this sum having been paid into court, the garnishee was properly discharged, and judgment for the costs was properly rendered against the plaintiff. Affirmed.

EMPLOYERS' LIABILITY—CONTRIBUTORY NEGLIGENCE—ASSUMPTION OF RISK—*Sims v. Lindsay et al., 30 Southeastern Reporter, page 19.*—Action was brought by Carrie C. Sims against Robert Lindsay and others, in the superior court of Buncombe County, N. C., to recover damages for personal injuries sustained by her while in their employ. The plaintiff was nonsuited, upon her own evidence, and appealed the case to the supreme court of the State, which rendered its decision May 3, 1898, and reversed the judgment of the superior court.

The opinion of the supreme court was delivered by Judge Clark, and the following is quoted therefrom:

The plaintiff, who sues by her next friend, was a girl 13 years of age at the time of the injury, whose hand was mashed in the rollers of a mangle in a steam laundry, necessitating the amputation of the fingers of the hand. It was in evidence that the defendant had admitted that the accident was caused by the guard having been taken off, and that he knew it was off that morning when the girl went to work.

The girl's evidence did not prove her guilty of contributory negligence. She said she thought this machine more dangerous than a former one she had worked at, which had a guard, but that nobody had explained the machine to her, and she did not know that the guard was necessary, nor that this machine had ever had a guard, and that she had to put her fingers close up to the rollers to get the linen in. It is not to be held, as a matter of law, that operatives must decline to work at machines which may be lacking in some of the improvements or safeguards they have seen upon other machines, under penalty of losing all claim for damages from defective machinery. It is the employer, not the employee, who should be fixed with knowledge of defective appliances, and held liable for injuries resulting from their use. It is only where a machine is so grossly or clearly defective that the employee must know of the extra risk that he can be deemed to have voluntarily and knowingly assumed the risk. Where the line is to be drawn, must depend largely upon the circumstances of each case; but they must be such as to show that the employee had full knowledge of the unusual risk, and deliberately assumed it. Such a state of facts was not conclusively shown by the plaintiff's evidence in this case.

EMPLOYERS' LIABILITY—DUTY OF THE EMPLOYER—VICE PRINCIPAL—FELLOW-SERVANT—*Kansas City Car and Foundry Co. v. Sawyer, 53 Pacific Reporter, page 90.*—In the district court of Wyandotte County, Kans., in a suit brought against the above-named company by Reuben W. Sawyer to recover damages for injuries received by him while in its employ, a judgment was rendered for the plaintiff, Sawyer. The defendant company carried the case on writ of error before the court of appeals of the State, which rendered its decision May 4, 1898, and affirmed the judgment of the lower court. The evidence showed that Sawyer was injured by the fall of a scaffold upon which he was working; that said scaffold had been erected under the direction of one Girard, a boss carpenter in charge of the carpenter work in building the defendant's plant; that Sawyer had nothing to do in regard to the erecting of the scaffold but simply went upon it to work when ordered so to do by Girard, and that the scaffold fell on account of the breaking of a weak and defective brace.

The opinion of the court of appeals was delivered by Judge McElroy, and the syllabus of the same, which was prepared by the court, reads as follows:

It is the duty of a master to furnish its employees with a reasonably safe place at which to work, and if it delegates to another the duty of selecting material or the building of a scaffold, such delegated person becomes a vice principal, for whose acts it is responsible. A servant to whom the master intrusts the duty of selecting appliances for other servants to work with is not their fellow-servant, so as to prevent liability of the master to them for injuries caused by his negligence in performing that duty.

EMPLOYERS' LIABILITY—FELLOW-SERVANTS—*The Lisnacrieve, 87 Federal Reporter, page 570.*—This was a libel in rem brought against the steamship Lisnacrieve by Mattee Grassa in the United States district court for the eastern district of New York, claiming damages for injuries received while working in the hold of said vessel as a member of a stevedore's gang engaged in unloading a cargo of asphalt from said vessel. The injury was caused by the negligence of the winchman operating the engine, by means of which large tubs of asphalt were raised from the hold. The engine was a part of the equipment of the vessel and the winchman was not a member of the stevedore's gang but was employed by the shipowners, although it was his duty to answer the signals of the stevedore as to hoisting the cargo. The injury was received in the following manner: A tub, drawn partially toward, but not directly under, the open hatch, received the hook, and the signal to start and go easily was given. Instead of starting slowly, the winchman started rapidly, causing the tub to swing into the hatch, and oscillate from one side to the other in a dangerous manner, and so as to strike against the casing about the boiler, or the coamings of the

hatch, or both. The gangwayman, seeing this condition, gave a signal to stop, but the winchman did not stop, and thereupon the gangwayman gave three more shrill whistles, indicating that the winchman should stop, but the tub was drawn up through the open hatchway. While the tub was making this passage, one or more pieces of asphalt fell from it, striking the libelant, who was in the hold. The court rendered its decision May 2, 1898, finding for the libelant and allowing him damages.

District Judge Thomas delivered the opinion, and in the course of the same used the language quoted below:

It is said that the winchman, although furnished by the shipowners, was not at all under their charge or direction, but for the time was in the service of the contracting stevedore, subject to his orders, and that he thereby became a fellow-servant of the libelant, and that if, therefore, the accident happened from the negligence of the winchman, it was the negligence of a fellow-servant, for which neither the contracting stevedore nor the shipowners would be liable.

The stevedore made his contract with the charterers, and it does not appear who was to furnish engines for hoisting and men to operate the same. The claimant contends that the stevedore stated that he could not get a man to properly drive the winch, and that thereupon the ship furnished the winchman in question. The day previous to the accident, however, as the winches were otherwise in use, the ship employed a floating engine and an engineer to do the same work, and bore the expense thereof. This would seem to indicate some sense of obligation on the part of the shipowners to furnish the hoisting power. In any case, the ship did undertake to do a certain portion of the work of unloading. Such an undertaking is not merely loaning a servant to the stevedore. It is a cooperation on the part of the ship in the work of unloading the cargo, precisely to the same extent as if two independent stevedores had contracted for a division of labor in discharging the cargo, one furnishing the tackle and hoisting power and the other furnishing men and appliances for the remainder of the work. It does not change this relation that the winchman was to run his winch, or stop his winch, or graduate the speed thereof, as the stevedore's servant signaled him to do. Independent contractors and their servants are often called upon to direct and advise each other in movements and acts relating to the common work, and such often is the case between the contractor and the person with whom the contract is made. The fact that the servant of one of the parties regulates his acts by the actions of the servants of the other does not make them coservants. In the present case the winchman was a general servant of the ship. He was put in charge of the ship's machinery, to perform a duty that the ship had assumed the duty of performing. He went to his post of duty, or left the same, by no command of the stevedore, but simply because his master or his delegated agent so directed him. True, the stevedore gave him a signal, and it was his duty to obey it; but this duty sprang from no contract of hiring made by the winchman with the stevedore, but purely or wholly from the relation of master and servant that existed between the winchman and the shipowners. When the stevedore signaled him to hoist, he was at perfect liberty to disobey this order, so far as the stevedore was concerned, and the stevedore was helpless. Nay, if the stevedore had signaled him to hoist, and his

master had directed him not to hoist, is there any doubt to whom he owed and would have rendered obedience? There is no lending of a servant or subhiring of a servant in this case. The master, in effect, said to his servant: "I have undertaken to furnish the power and operators of the power to hoist the cargo from the hold. The stevedore is engaged to do the remaining work. You will take charge of the winch and operate it, cooperating, by means of signals, with the stevedore's servants." The stevedore had not selected the winchman. The shipowners chose him. The stevedore was obliged to take him or no one. The ship alone had knowledge of his competency; had alone investigated or tested it. The ship placed or retained him in charge of the winch. The stevedore could not send him to or from it. The stevedore did not pay him, and could not discharge him.

EMPLOYERS' LIABILITY—FELLOW-SERVANTS—*The Anaces, 87 Federal Reporter, page 565.*—Alexander McCullum filed his libel against the British steamship Anaces in the United States district court for the eastern district of North Carolina, claiming damages for injuries received while working in the hold of said vessel as a member of a stevedore's gang engaged in loading the ship with her cargo of cotton. Said injury was caused by the negligence of the winchman in operating the engine engaged in lowering the bales of cotton into the hold by which several bales were allowed to fall, striking McCullum and seriously injuring him. The engine was a part of the equipment of the vessel while the winchman who operated it was a member of the stevedore's gang but was placed in control of the engine by the captain of the vessel. The court rendered its decision in the case May 12, 1898, and dismissed the libel on the ground, among others, that the libel was insufficient in merely alleging negligence, for the reason that the negligent act complained of was the act of a fellow-servant and that therefore the libel should have alleged that the man operating the winch was incompetent, that his incompetency was known to the master of the vessel, or might have been known to him by the exercise of ordinary care, and that the incompetence was the proximate cause of the accident.

The opinion of the court was delivered by District Judge Purnell, and contains the following language:

The negligence complained of was that of a fellow-servant; and, in order to recover against the master for the negligent act of a fellow-servant, the employee must allege that the fellow-servant whose negligence caused the injury was incompetent, and that the master had knowledge of such incompetency, or by the exercise of reasonable care could have known of it. The winchman and libelant were fellow-servants, and the vessel is not liable unless there was some negligent act or failure of duty on the part of the owner or his legal representative. The [regular] winchman was one of the crew, but the man at the winch at the time of the injury was a common laborer, like the libelant. If he was a fellow-servant—even the master himself, or one he had

placed there—the ship would not be liable. The libelant could only recover against the vessel or the owner by alleging and proving (a) that the servant operating the winch was incompetent; (b) that such incompetency was known to the master, or by the exercise of reasonable care might have been known to him; (c) that the incompetence—not the occasional carelessness—of the servant directly contributed to, and was the proximate cause of, the accident. It is not sufficient to allege merely that an act was negligently done. There is no presumption of negligence, but the burden is on the libelant.

EMPLOYERS' LIABILITY—MALPRACTICE OF PHYSICIAN EMPLOYED BY RAILROAD COMPANY, ETC.—*Southern Pacific Co. v. Mauldin et al., 46 Southwestern Reporter, page 650.*—This action was brought by Joseph C. Mauldin against the above-named railroad company in the district court of Harris County, Tex., to recover damages for injuries received while in the employ of said company. The train on which he was engineer was derailed, said derailment being caused by an open switch, and his hip was dislocated. Being treated by an incompetent physician, furnished by the railroad company, the dislocation was diagnosed as a strain of the muscles, and when its true nature was discovered, upon his being removed to the company's hospital at Houston, it was too late to reduce the dislocation and he was rendered a cripple for life. The company, while calling in a local physician for immediate treatment, was anxious to remove him to their hospital at once, but he refused to go until too late, and preferred to, and did, remain under the care of the physician first called to attend him for three weeks, when it was too late to help him. A judgment was rendered for the plaintiff in the district court on the sole ground that the defendant company was liable for the results of the incompetency of the physician it had called in to attend him. The railroad company carried the case on writ of error to the court of civil appeals of the State, which rendered its decision May 12, 1898, and reversed the decision of the lower court.

The opinion of the court of civil appeals was delivered by Judge Pleasants, and the syllabus of the same reads as follows:

1. A railroad company, which contracts to furnish its employees medical service in case of accident, is not liable for damages resulting to an employee by his being treated for sprained muscles instead of a dislocated hip; the servants of the company having used ordinary care in calling the physician they did at the time he was injured, and he having refused to go to the company's hospital for treatment, though requested, and though it was the rule that all injured should be taken there as soon as practicable.

2. A railroad company, by retaining a portion of the monthly wages of each employee for medical services, obligates itself to furnish such services as are practicable and reasonable, to each of them, when sick or injured.

EMPLOYERS' LIABILITY—NEGLIGENCE OF EMPLOYER—APPLICATION OF FELLOW-SERVANT RULE—*Jenson v. Great Northern Railway Co., 75 Northwestern Reporter, page 3.*—This case was brought before the supreme court of Minnesota on an appeal from the district court of Ottertail County, where a judgment had been rendered in favor of the above-named railway company in a suit brought against it by one Christopher Jenson to recover damages for injuries sustained by him while in its employ. The plaintiff, Jenson, alleged that he was injured through the negligence of an incompetent servant. The supreme court rendered its decision May 3, 1898, and reversed the decision of the lower court.

The opinion was delivered by Chief Justice Start, and from the syllabus of the same, which was prepared by the court, the following is quoted:

While a servant impliedly assumes the risk of negligence by his fellow-servants, yet he does not assume any risk on account of the negligence of the master, which is unknown to him; hence the fellow-servant rule has no application to a case where the master is negligent in employing or retaining in his service a careless and incompetent servant, who by his negligence injures his coservant, who has no notice of his character.

EMPLOYERS' LIABILITY—RAILROAD COMPANIES—ASSUMPTION OF RISK BY EMPLOYEE—FELLOW-SERVANTS—*Missouri Pacific Railway Co. v. Lyons, 75 Northwestern Reporter, page 31.*—An action brought by Mary Lyons, administratrix of the estate of George Lyons, deceased, against the above-named railway company, to recover damages for the death of said Lyons caused by an accident while he was employed by the company, was heard in the district court of Douglas County, Nebr., and a judgment was rendered for the plaintiff. The defendant company carried the case on writ of error to the supreme court of the State, which rendered its decision April 21, 1898, and reversed the judgment of the lower court. The evidence showed that on June 11, 1893, two shifting engines and crews were at work in the yard of defendant company at Omaha, Nebr.; that Lyons, a member of one of the crews, was injured by the negligence of a member or of members of the other crew, and died from the effects of said injury soon after it was received.

The opinion of the supreme court was announced by Judges Norval and Ragan, and the syllabus of the same, prepared by the court, reads as follows:

1. Evidence examined, and held to sustain the jury's finding that the death of plaintiff's intestate was not caused by his negligence.
2. When one enters the employment of another, agreeing to serve him for a stipulated salary or wage, he thereby assumes, in the absence of an express contract to the contrary, the ordinary perils incident to that service, and included in these is the liability to injury at the hands of a negligent fellow-servant.

3. The general rule is that where a master is not guilty of negligence in the selection or retention of servants, or in furnishing them with suitable appliances for the performance of the work in which he employs them, he is not answerable to one of them for an injury caused by the negligence of a fellow-servant while both are engaged in the same work in the same department of the master's business.

4. Where two switching crews are in the employ of the same railway company, subject to the control and direction of the same yardmaster, no member of either of said crews having any right of control or direction over any member of the other crew, both crews simultaneously engaged in switching the same cars from one part to another of the same switch yard, then the two crews and the members thereof are consociated in the same department of duty or line of employment, and each member of one crew is the fellow-servant of each member of the other crew.

EMPLOYERS' LIABILITY—RAILROAD COMPANIES—CONTRACT FOR TRANSPORTATION OF EMPLOYEES—EFFECT ON RIGHTS OF EMPLOYEES—*Chamberlain v. Pierson, 87 Federal Reporter, page 420.*—This action was brought by one Pierson, an express messenger in the employ of the Southern Express Co., against one Chamberlain, the receiver of the South Carolina Railway Co., to recover damages for injuries sustained by him while traveling on a train of the said railway company in the performance of his duty as an employee of the above-named express company. One of the defenses set up by the railway company was that an agreement had been made between the railway company and the express company to the effect that all the employees of the express company who traveled on the trains of the railway company in the course of their employment as such employees should be transported at their own risk and that hence the plaintiff had no cause of action. At the trial of the case in the United States circuit court for the district of South Carolina a judgment was rendered for the plaintiff, Pierson, and the case was appealed by the receiver to the United States circuit court of appeals for the fourth circuit, which rendered its decision May 17, 1898, and affirmed the judgment of the lower court, holding that the plaintiff, having no knowledge of the agreement or contract between the companies, was not bound thereby.

The opinion of the circuit court of appeals was delivered by District Judge Paul, and the following language is quoted therefrom:

The second, third, fifth, sixth, and seventh assignments of error will be considered together. They are all made upon the theory that Pierson, the plaintiff in the court below, was bound by the contract between the railroad company and the express company; that he was on the railroad train by virtue of the contract; that by said contract he was regarded as an employee of the defendant, the railroad company; and that by said contract he was accorded free transportation at his own risk. The position taken by counsel for the railroad company, and insisted upon in the instructions asked on behalf of the company, was that the plaintiff was not entitled to recover, even though the evidence showed that the injury which he suffered was caused by the negligence

of an agent of the defendant, who was not a fellow-servant of the plaintiff. The learned judge of the trial court held (what we regard as a correct announcement of the law) that, if the plaintiff was injured by reason of the negligence of the boss track minder and his gang, the railroad company was responsible to him, whether he was regarded as a passenger, or was bound by the contract between the two companies, or was an employee of the railroad company; that the boss track minder and his gang were not fellow-servants of the plaintiff, if he was to be treated as an employee of the railroad company; and that their negligence was not one of the risks he assumed, if he assumed any risks. The discussion of this feature of the case presents the question: Was the plaintiff below, as a messenger of the express company, bound by the contract between the railroad company and the express company to assume all risks to life and limb to which he was exposed in performing his duties on the train, as an express messenger? He was not a party to the contract, never ratified it, and in his testimony, when asked if he knew of this provision of the contract, "'that the said parties of the first part hereby recognize as its employees all officers, agents, and servants of the second part,' etc., and you were accorded free transportation at your own risk?" answered, "If I had known that, I wouldn't have gone." The authorities cited by defendant's counsel to sustain the contention that the plaintiff was bound by the contract between the railroad and the express company are based on the theory that the party affected by the contract had knowledge of its provisions, and acquiesced in its terms.

The view of the trial judge was that notwithstanding the plaintiff, under the contract between the railroad company and the express company, should be considered an employee of the railroad company, and accorded free transportation at his own risk, yet the railroad company was liable if the injury to the plaintiff was caused by the negligence of an agent of the defendant who was not a fellow-servant of the plaintiff. That the plaintiff, an express messenger, was not a fellow-servant of the track minder and those under him, is not questioned. If it be conceded, as claimed by the railroad company, that the contract between it and the express company accorded the plaintiff free transportation at his own risk, yet it is well established that such a contract will not relieve the railroad from responsibility for an injury resulting from the negligence of its agents. One of the earliest decisions of the Supreme Court on this question is Railroad Co. *v.* Derby, 14 How., 467. In this case the plaintiff below was president of another company and a stockholder in the road on which he was riding. He was on the road by invitation of the president of the company—not in the usual passenger cars, but on a small locomotive car used for the convenience of the officers of the company—and paid no fare for his transportation. The railroad company defended on the ground that no cause of action can arise to any person by reason of the occurrence of an unintentional injury while he is receiving acts of kindness which spring from mere social relations, and as there was no contract between the parties, express or implied, the law would raise no duty as between them, for the neglect of which an action can be sustained. The Supreme Court said: "The liability of the defendants below for the negligent and injurious act of their servant is not necessarily founded on any contract or privity between parties, nor affected by any social relation, or otherwise, which they bore to each other."

Railroad Co. *v.* Lockwood, 17 Wall., 357, is a leading case on this subject. The court there held: "(1) That a common carrier can not lawfully

stipulate for exemption from responsibility, when such exemption is not just in the eye of the law. (2) That it is not just and reasonable, in the eye of the law, for a common carrier to stipulate for exemption from responsibility for the negligence of himself or his servants. (3) That these rules apply both to carriers of goods and carriers of passengers for hire, and with a special force to the latter. (4) That a drover traveling on a pass, such as was given in this case, for the purpose of taking care of his stock on the train, is a passenger for hire."

In Waterbury *v.* Railroad Co., 17 Fed., 671, the doctrine is thus stated (syllabus): "The right which a passenger by railway has to be carried safely does not depend on his having made a contract, but the fact of his being there creates a duty on the part of the company to carry him safely. It suffices to enable him to maintain an action for negligence if he was being carried by the railroad company voluntarily, although gratuitously, and as a matter of favor to him."

The principles recognized in the cases we have cited, and in numerous other decisions, were correctly applied by the judge who presided in the court below. The plaintiff, Pierson, as an express messenger, was rightfully on the train of the defendant, in the performance of duties which the railroad company had, by its contract with the express company, agreed that he should perform, and which, the contract states, were "for the mutual benefit and account of the parties thereto." Whatever his relation to the railroad company—whether that of a passenger or employee—he had a right to maintain an action for any injuries he suffered by reason of the negligence of the defendant company, its agents and servants. We find no error in the rulings of the court below, and the judgment of that court is affirmed.

EMPLOYERS' LIABILITY—RAILROAD COMPANIES—DUTIES OF THE EMPLOYER — DEFECTIVE APPLIANCES — NEGLIGENCE — *Bussey v. Charleston and Western Carolina Railway Company, 30 Southeastern Reporter, page 477.*—The plaintiff, Bussey, an employee of the above-named railway company, was injured, as he claimed, on account of the negligence of said company in furnishing unsafe appliances. He sued the company for damages, and on trial in the common pleas circuit court of Edgefield County, S. C., a judgment was rendered in his favor. The railway company appealed the case to the supreme court of the State, which rendered its decision June 29, 1898, and affirmed the judgment of the lower court.

Several interesting points of law as laid down by the court in its decision are given below in the language used by Judge Gary, who delivered the opinion of the court:

The third exception imputes error as follows, to wit: "(3) In charging the jury, at one portion of his charge, in connection with the defendant's ninth request, as follows: 'That the plaintiff was in the employ of this railroad company for certain purposes, and he must exercise, as any prudent man must, his faculties for ascertaining and determining whether there is danger, and whether it is necessary—whether he is required by the obligation of his contract—to incur that danger; and, if he is not so required, if the jury are satisfied that he is not required

to incur the danger, and still, in disregard either of his own knowledge of the danger or the warning of others, he still remains in the place of danger, then that constitutes negligence on his part; and so I charge you that proposition.' And at another time in charging, as requested by the plaintiff, as follows: 'The law places the duty on the master, and not on the servant, to exercise due care and diligence to ascertain whether the appliances furnished are safe and suitable. And a servant has the right to assume, without inquiry or without examination, that the appliances furnished him are safe and suitable.' The effect of these conflicting instructions being to leave the jury in doubt, and uninstructed, as to whether the plaintiff, under the circumstances of this case, was bound to exercise any care in determining whether it would be safe for him to act as he did act at the time of the accident."

It will be observed that the only error of which this exception complains is that the effect of the two instructions was to leave the jury in doubt, and uninstructed, as to whether the plaintiff was bound to exercise any care in determining whether it was safe for him to act as he did at the time of the accident. When the language contained in the first quotation set forth in the exception is analyzed, it will be seen (1) that the plaintiff was required to exercise ordinary care in determining whether there was danger; (2) that he was required to exercise ordinary care in determining whether it was necessary, under the obligations of his contract, to incur that danger; and (3) that if, in disregard either of his own knowledge of the danger, or the warning of others, he still remained in the place of danger, then that would constitute negligence on his part. Not only did the presiding judge charge the jury as to the care which the plaintiff was bound to exercise under the circumstances, but he charged the law too favorably to the defendant. It is the duty of the master to provide suitable machinery and appliances, and to keep them in proper repair. The employee has the right to assume that the master has discharged his duty in this respect, and is not bound to exercise care in ascertaining whether the master has so acted. When, however, the employee has knowledge or receives warning that the master has not furnished suitable machinery, or that it has not been kept in proper repair, so that it has become dangerous, and he continues to use the same after such knowledge or warning, then it is a question to be determined by the jury whether, under the circumstances, the employee failed to exercise ordinary care and prudence, and was thereby guilty of negligence. The circuit judge is only allowed to charge that there is negligence on the part of the employee when but one inference can be drawn from the conduct of the employee. In all other cases the question of negligence is to be determined by the jury. In this case more than one inference could reasonably be drawn from the testimony, and the presiding judge charged too favorably to the defendant, in saying that the facts mentioned in the exception, if found to be true, would constitute negligence. Inferences to be drawn from the facts are ordinarily for the consideration of the jury. The instructions mentioned in the exceptions relate to distinct principles, and are not inconsistent.

The sixth exception alleges error as follows: "(6) In charging the jury as follows: 'While it is true that a servant who enters the employment of another assumes the ordinary risks of business, this would not include the risks of working with unsafe appliances; for the master is bound to supply his servants with sound and safe appliances, and to keep the same in sound and safe condition;' thus instructing the jury, in effect, that the master was bound in law to guaranty the soundness

and safety of all machinery he furnishes his employees. And this instruction to the jury, defendant submits, is further erroneous in that it did not take into consideration latent defects in machinery, but was calculated to lead the jury to believe that so far as any defects in machinery are concerned, whether patent or latent, an employee takes no risk with reference thereto." The charge stated in general terms a correct proposition of law, and, if the defendant desired that the presiding judge should have charged more specifically, it had the right to present requests to that effect. Furthermore, when this part of the charge is considered in connection with the other parts of the charge it will be seen that the presiding judge did not, in effect, instruct the jury that the master was bound in law to guaranty the soundness and safety of the machinery furnished an employee.

The seventh exception complains of error as follows: "(7) In charging the jury, as requested in the ninth request, that the constitution of 1895 enlarged the rights of the employees of railroad companies to recover for injuries, as therein stated, and in defining such request to the jury as he did." The ninth request is as follows: "(9) That the constitution of this State of 1895 has enlarged the rights of an employee of a railroad corporation as to his remedies for any injury suffered by him from the acts or omissions of said corporation or its employees, and he now has the same right to recover for an injury as other persons not employees have, when the injury results from negligence of a superior agent or officer of the corporation, or of a person having a right to control or direct the services of a party injured; and if the jury find from the evidence that the plaintiff was injured while in the service of the defendant, and that at such time he was working under the direction of a servant of the defendant who had the right to control or direct the services of the plaintiff, and that the injury to the plaintiff resulted from the negligence of such servant of the defendant, then the plaintiff would be entitled to recover." His honor said: "I charge you that. It means that if the negligence of this superintendent, and his agents, of this railway company caused the injury, that was negligence of the railway company itself. The principal is liable for the negligence of his agent in the course of his employment." Waiving the objection to the exception on the ground that it is too general for consideration, we see no error in the ruling of the presiding judge.

The eighth exception alleges error as follows: "(8) In charging as requested in the tenth request, and thus making it obligatory on the jury to include the matters therein mentioned, in assessing plaintiff's damage." The tenth request is as follows: "(10) If the jury find for the plaintiff, then he would be entitled to recover for all actual damages which he has sustained, and this would include loss of time, nurses, as well as for bodily pain and anguish of mind induced by the hurt, and all damages, present and prospective, which are naturally the proximate consequences of the act done and the injuries received, not only present loss, or that which has already occurred, from the incapacity of the injured party to attend to his ordinary pursuits, and expenses which he has incurred for other necessary outlays, but as only one action can be brought, and only one recovery had, it is proper to include in the estimate of damages compensation for whatever it may be reasonably certain will result from future incapacity in consequence of his injury. So, also, his loss of capacity for work or attention to his ordinary business must be included, whether it be physical or mental, present or prospective." Waiving the objection to this exception on the ground that it is too general, we see no error in the charge.

EMPLOYERS' LIABILITY—RAILROAD COMPANIES—VIOLATION OF RULES—VICE PRINCIPALS—*Louisville, New Albany and Chicago Railway Co. v. Heck, 50 Northeastern Reporter, page 988.*—This action was brought by Abraham V. Heck, administrator of one Aaron Heck, deceased, against the above-named railway company, to recover damages for injuries resulting in the death of said deceased incurred while he was in the employ of said company. The evidence showed that Aaron Heck was the fireman of a pile driver carried about on one of the cars of a work train; that said train was run into by another, an extra freight, and he was so injured that he died, and that the cause of the accident was due to the negligence of a train dispatcher in sending orders to the trains and not complying with some of the rules of the company. After a trial in the circuit court of Carroll County, Ind., a judgment was rendered for the plaintiff and the defendant company appealed to the supreme court of the State, which rendered its decision June 17, 1898, and affirmed the judgment of the lower court.

The opinion of the supreme court was delivered by Judge McCabe, and the following, quoted therefrom, shows the most interesting part of the decision:

The system of rules adopted by a master for the conduct of a complicated business, such as operating a railroad, and when brought to the knowledge of the employee, form a part of the contract of hiring, and become binding on both master and servant. The violation thereof, to the injury of the servant by the master, is as much an act of negligence as if the servant violates them. Here one of appellant's own regulations wisely provided that, "when an order has been given to work between designated points, no other extra must be authorized to run over that part of the track without provision for passing the work train." But an order was given by the appellant to the extra freight, in violation of this provision, to run over the working limits designated in the order to the work train, without any provision for passing the work train. But it may be insisted that the appellant did not know, at the time the order to the work train was given in the morning, that the necessity of sending out the extra freight in the afternoon would arise. If that be so, then another provision of appellant's regulations provided for such a contingency, as follows: "When the movement of an extra train over the working limits can not be anticipated by these or other orders to the work train, an order must be given to such extra to protect itself against the work train in the following form: (e) Extra 76 will protect itself against work train extra 95 between Lyons and Paris." But it is not claimed or pretended that this order was complied with. On the contrary, it clearly appears that both of these regulations were violated in sending out the extra freight. Another regulation applicable to the conditions shown to exist by the verdict requires that, "when an extra receives orders to run over working limits, it must be advised that the work train is within those limits by adding to example 'a' the words: '(g) Engine 292 is working as an extra between Berne and Turin.' A train receiving this order must run expecting to find the work train within the limits named." This regulation was left totally uncomplied with, and was violated by the appel-

lant in sending out the extra freight. These several violations of its own rules, established by appellant presumably for the security and safety of its employees, as well as the protection of its own property, was negligence on appellant's part and was a proximate cause of and without which the collision and death resulting therefrom would not have occurred.

The question still remains whether the negligent act of the train dispatcher in sending out the extra freight with a wrong order, and without a proper order, was the act of the superintendent. If the attempt here was to hold the superintendent personally liable for the negligence of the train dispatcher, we should have a very different question. But that is not the case. It is sought to hold the master liable because, by its rules, it made the train dispatcher's act the act and order of its superintendent or vice principal. By those rules it gave such act all the force, vigor, and effect as to its employees as if the train dispatcher's act was actually the act of its superintendent. Under such circumstances, it would hardly seem consistent for the master to turn around after such act brings fatal consequences, and say to the same employees that "the acts of the train dispatcher were not in fact the acts of the superintendent, though my rules said they were." But assuming, as appellants' learned counsel do, that the train dispatcher's acts were not those of the division superintendent, it does not follow, as they contend, that the negligence of the train dispatcher was the negligence of a fellow-servant with the decedent, thereby defeating a recovery. As was said in Railway Co. *v.* Snyder, 140 Ind., at page 653, 39 N. E., 914: "Where the duty is one owing by the master, and he intrusts it to the performance of a servant or agent, the negligence of such servant or agent is the negligence of the master. As the master is charged with the duty of providing safe and suitable appliances, if he intrusts such duty to an employee, such employee becomes a vice principal, and his negligence in such matter is the negligence of the master. The rule which absolves the master from liability on account of the negligence of a fellow-servant has no application."

If there are any duties devolving upon a railroad employee, servant, or agent, from the president down, more sacredly and imperatively due from employer to employees than others, we can think of none more imperative or more sacred than the duty to so order the running of trains in a complicated system of freight and passenger transportation both ways over a single track railroad, as was the case here, with numerous extra trains, as that collisions between opposing trains, entailing such fearful loss of life, limb, and property, may be avoided. No duty that the company can owe to its servants can be higher or more imperative than this; and this was the duty and power that the appellant had delegated to its train dispatcher to do and perform in the name of its superintendent. Whether the failure to properly discharge this duty was the negligence of the train dispatcher or superintendent can make no difference, because in either case it was a duty the master owed, and hence the failure and neglect was the master's failure and neglect, to the injury of its servant.

We are safe in saying that the overwhelming weight of judicial opinion is that a train dispatcher, charged with the duties and clothed with the powers that the one now in question was, is not a fellow-servant with trainmen in the employ of the railroad company, but is a vice principal, for whose negligence the company is liable. And, that being in harmony with principles of law long established in this court, we are

of opinion that the train dispatcher in this case being charged with the performance of duties the master owed to its other servants, its trainmen, he was not a fellow-servant with them, but acted for and in the place of the appellant company, and was a vice principal. The judgment is affirmed.

LAWS OF VARIOUS STATES RELATING TO LABOR ENACTED SINCE JANUARY 1, 1896.

[The Second Special Report of the Department contains all laws of the various States and Territories and of the United States relating to labor in force January 1, 1896. Later enactments are reproduced in successive issues of the Bulletin from time to time as published.]

MASSACHUSETTS.

ACTS OF 1898.

CHAPTER 150.—*Factories and workshops—Tenement houses—Sweating system.*

SECTION 1. Section forty-four of chapter five hundred and eight of the acts of the year eighteen hundred and ninety-four is hereby amended by striking out the whole of said section and inserting in place thereof the following:

SECTION 44. No room or apartment in any tenement or dwelling house shall be used for the purpose of making, altering, repairing or finishing therein any coats, vests, trousers or wearing apparel of any description whatsoever, except by the members of the family dwelling therein, and any family desiring to do the work of making, altering, repairing or finishing any coats, vests, trousers or wearing apparel of any description whatsoever in any room or apartment in any tenement or dwelling house shall first procure a license, approved by the chief of the district police, to do such work as aforesaid. A license may be applied for by and issued to any one member of any family desiring to do such work. No person, partnership or corporation, shall hire, employ or contract with any member of a family not holding a license therefor, to make, alter, repair or finish any garments or articles of wearing apparel as aforesaid, in any room or apartment in any tenement or dwelling house as aforesaid. Every room or apartment in which any garments or articles of wearing apparel are made, altered, repaired or finished, shall be kept in a cleanly condition and shall be subject to the inspection and examination of the inspectors of the district police, for the purpose of ascertaining whether said garments or articles of wearing apparel or any part or parts thereof are clean and free from vermin and every matter of an infectious or contagious nature. A room or apartment in any tenement or dwelling house which is not used for living or sleeping purposes, and which is not connected with any room or apartment used for living or sleeping purposes, and which has a separate and distinct entrance from the outside, shall not be subject to the provisions of this act. Nor shall anything in this act be so construed as to prevent the employment of a tailor or seamstress by any person or family for the making of wearing apparel for such person's or family's use.

SEC. 2. Section forty-five of said chapter is hereby amended by striking out the whole of said section and inserting in place thereof the following:

SECTION 45. If said inspector finds evidence of infectious disease present in any workshop or in any room or apartment in any tenement or dwelling house in which any garments or articles of wearing apparel are made, altered or repaired, or in goods manufactured or in the process of manufacture therein, he shall report the same to the chief of the district police, who shall then notify the local board of health to examine said workshop or any room or apartment in any tenement or dwelling house in which any garments or articles of wearing apparel are made, altered or repaired, and the materials used therein; and if said board shall find said workshop or tenement or dwelling house in an unhealthy condition, or the clothing and materials used therein unfit for use, said board shall issue such order or orders as the public safety may require.

SEC. 3. Section forty-seven of said chapter is hereby amended by striking out the whole of said section and inserting in place thereof the following:

SECTION 47. Whoever sells or exposes for sale any coats, vests, trousers or any wearing apparel of any description whatsoever which have been made in a tenement or dwelling house in which the family dwelling therein has not procured a license, as specified in section forty-four of this act, shall have affixed to each of said garments a tag or label not less than two inches in length and one inch in width, upon which shall be legibly printed or written the words "tenement made," and the name of the State and the town or city where said garment or garments were made.

SEC. 4. All acts or parts of acts inconsistent herewith are hereby repealed.

Approved March 9, 1898.

CHAPTER 230.—*Relief of destitute shipwrecked seamen.*

SECTION 1. A city or town may furnish transportation to destitute shipwrecked seamen from one place to another in this Commonwealth, and such other assistance as the authorities of such city or town deem necessary, not exceeding the amount of ten dollars for each person, while awaiting such transportation. A detailed statement of expenses so incurred shall be rendered, and, after approval by the State board of lunacy and charity, such expenses shall be paid out of the treasury of the Commonwealth from the appropriation for the temporary support of State paupers, without reference to such seamen's legal settlement.

SEC. 2. This act shall take effect upon its passage.

Approved March 25, 1898.

CHAPTER 307.—*Convict labor—Reformatory.*

SECTION 1. Section thirty-two of chapter two hundred and fifty-five of the acts of the year eighteen hundred and eighty-four is hereby amended by striking out in the third and fourth lines, after the word "Commonwealth," the words "in the town of Concord," and by striking out the word "land," in the fourth line, and inserting in place thereof the words "lands or buildings," so as to read as follows: SECTION 32. Prisoners confined in said reformatory may be employed, in the custody of an officer, upon any lands or buildings owned by the Commonwealth, and whoever escapes from said lands or buildings shall be deemed to have escaped from said reformatory.

SEC. 2. This act shall take effect upon its passage.

Approved April 12, 1898.

CHAPTER 334.—*Convict labor.*

SECTION 1. It shall be the duty of the general superintendent of prisons to cause to be produced, as far as possible, in the State prison, the reformatories, the State farm, and the jails and houses of correction, articles and materials used in the several public institutions of the Commonwealth and of the counties thereof.

SEC. 2. The principal officers of the penal institutions named herein shall send to the general superintendent, at such times and in such form as he shall prescribe, full reports concerning the labor of prisoners; and he shall from time to time send to the principal officers of all the public institutions named in section one a list of such articles and materials as can be produced by the labor of prisoners, together with a form of requisition for the use of such officers, as hereinafter provided.

SEC. 3. Whenever articles or materials included in said list are needed in any one of said public institutions the principal officer thereof shall make requisition therefor upon said general superintendent, who shall immediately notify said officer as to all the prisons where the required goods are produced; and said officer shall then purchase said goods from such of the designated places as he shall select: *Provided*, That if the articles or materials are not on hand and are needed for immediate use the said general superintendent shall at once certify to said principal officer that the requisition can not be filled; and in that case said articles or materials may be purchased elsewhere.

SEC. 4. The said general superintendent shall also furnish said list to the auditor of the Commonwealth and to the auditing and disbursing officers of each county. No bill for articles or materials named in said list, purchased otherwise than from a prison, shall be allowed or paid unless it is accompanied by a certificate from said general superintendent that they could not be supplied upon requisition as aforesaid.

SEC. 5. The auditor of the Commonwealth, the controller of county accounts, and the general superintendent of prisons, shall constitute a board to determine the price of all articles or materials manufactured and sold under this act. The prices shall be uniform and shall conform as nearly as may be to the usual market price of like goods manufactured in other places. The actual and necessary expenses incurred by the members of said board in the performance of their duties under this act shall be allowed and paid to them out of the appropriation for incidental and contingent expenses of the general superintendent of prisons, but they shall receive no compensation for their services hereunder.

SEC. 6. The said general superintendent may expend not exceeding eight hundred dollars, in addition to the sum now authorized, for clerical assistance and other expenses in carrying out the provisions of this act.

Approved April 14, 1898.

CHAPTER 365.—*Convict labor.*

SECTION 1. The general superintendent of prisons may cause the prisoners in any jail or house of correction to be employed within the precincts of the prison in pre-

paring material for road making; but no machine operated otherwise than by hand or foot power shall be used in connection with such employment.

SEC. 2. Upon the request of said general superintendent the Massachusetts highway commission shall give to him such information and instructions as will enable him to direct said employment in a manner that will furnish material suitable and proper for road building.

SEC. 3. Any material prepared as herein authorized may be sold to county commissioners or to city and town officers having the care of public roads; and all said material not thus sold shall be purchased by said Massachusetts highway commission, at such price as they shall decide to be fair and reasonable, for use on State highways: *Provided, however,* That the general superintendent of prisons may cause any of said prisoners to be employed upon material furnished by said highway commission, who shall then pay for the labor of preparation such price as may be agreed upon by said superintendent and said commission.

SEC. 4. The expenses of employing prisoners under this act shall be paid from the county treasury, in the same manner as expenses of maintaining industries in the jails and houses of correction are now paid. Payment for material sold or for labor performed hereunder shall be made to the principal officer of the prison where the material is prepared; and all moneys received under this act shall be paid into the county treasury in the manner now provided by law in respect to other receipts from the labor of prisoners.

SEC. 5. This act shall take effect upon its passage.

Approved April 22, 1898.

CHAPTER 367.—*Half holidays for public employees.*

SECTION 1. The city council of a city and the board of selectmen of a town may, in their discretion, provide that the employees of such city or town shall be allowed one half holiday in each week, without loss of pay, during such portions of the year as said city council or selectmen may determine.

SEC. 2. The heads of departments of the Commonwealth shall have the same power in respect to granting a half holiday to persons employed in their respective departments which is conferred by this act upon city councils and selectmen; and the county commissioners of each county shall have the same power in respect to county employees.

SEC. 3. The term "employees," as used in this act, shall include laborers, mechanics, and all other classes of workmen.

SEC. 4. This act shall take effect upon its passage.

Approved April 22, 1898.

CHAPTER 393.—*Convict labor.*

SECTION 1. The governor and council may purchase or otherwise take in fee any parcel of waste and unused land, not exceeding one thousand acres in area, for the purpose of reclaiming, improving and disposing of said land for the benefit of the Commonwealth.

SEC. 4. As soon as may be after any land is taken as aforesaid the general superintendent of prisons, with the approval of the governor and council, shall cause to be erected on said land iron buildings of cheap construction, suitable for the accommodation of not exceeding one hundred prisoners.

SEC. 5. When the said buildings are ready for occupancy the governor may issue his proclamation establishing on said land a temporary industrial camp for prisoners; * * *.

SEC. 7. When said camp is established and organized as aforesaid the commissioners of prisons may remove prisoners thereto from the jails and houses of correction in the same manner that such prisoners are now removed to the State farm; * * *.

SEC. 8. Prisoners held at said camp shall be employed in reclaiming and improving said land and in preparing by hand labor material for road building. * * *.

SEC. 10. Any land reclaimed or improved as aforesaid may be devoted to the use of the Commonwealth, or it may be disposed of by the governor and council at public or private sale. Any road material prepared as aforesaid may be sold by the superintendent of said camp, with the approval of the general superintendent of prisons, to the authorities of the Commonwealth or of any county, city or town.

SEC. 11. This act shall take effect upon its passage.

Approved April 29, 1898.

CHAPTER 402.—*Investigation of Sunday labor by bureau of statistics of labor.*

SECTION 1. The bureau of statistics of labor is hereby directed to investigate the subject of Sunday labor in this Commonwealth, with respect to the number of persons employed, the conditions of employment, and other facts relating thereto.

SEC. 2. The said bureau shall incorporate in its annual report to the legislature the results of the investigation authorized by this act, and the sum of three thousand dollars shall be paid out of the treasury of the Commonwealth for the purpose of carrying out the provisions of this act, to be expended under the direction of the chief of said bureau.

SEC. 3. This act shall take effect upon its passage.

Approved May 10, 1898.

CHAPTER 481.—*Payment of wages.*

SECTION 1. Section one of chapter four hundred and thirty-eight of the acts of the year eighteen hundred and ninety-five, as amended by chapter three hundred and thirty-four of the acts of the year eighteen hundred and ninety-six, is hereby amended by striking out the words "and having more than twenty-five employees," in the seventh and eighth lines, so as to read as follows: SECTION 1. Sections fifty-one to fifty-four, inclusive, of chapter five hundred and eight of the acts of the year eighteen hundred and ninety-four, relative to the weekly payment of wages by corporations, shall apply to all contractors and to any person or partnership engaged in this Commonwealth in any manufacturing business. And the word "corporation," as used in said sections, shall include such contractors, persons and partnerships.

SECTION 2. This act shall take effect upon its passage.

Approved June 1, 1898.

CHAPTER 494.—*Employment of children.*

SECTION 1. No child under fourteen years of age shall be employed in any factory, workshop or mercantile establishment. No such child shall be employed in any work performed for wages or other compensation, to whomsoever payable, during the hours when the public schools of the town or city in which he resides are in session, nor be employed at any work before the hour of six o'clock in the morning or after the hour of seven o'clock in the evening.

SEC. 2. No child under sixteen years of age shall be employed in any factory, workshop or mercantile establishment unless the person or corporation employing him procures and keeps on file and accessible to the truant officers of the town or city, and to the district police and inspectors of factories, an age and schooling certificate as hereinafter prescribed, and keeps two complete lists of all such children employed therein, one on file and one conspicuously posted near the principal entrance of the building in which such children are employed, and also keeps on file a complete list, and sends to the superintendent of schools, or, where there is no superintendent, to the school committee, the names of all minors employed therein who can not read at sight and write legibly simple sentences in the English language.

SEC. 3. An age and schooling certificate shall be approved only by the superintendent of schools or by a person authorized by him in writing, or, where there is no superintendent of schools, by a person authorized by the school committee: *Provided*, That no member of a school committee or other person authorized as aforesaid shall have authority to approve such certificate for any child then in or about to enter his own employment, or the employment of a firm or corporation of which he is a member, officer or employee. The person approving the certificate shall have authority to administer the oath provided for therein, but no fee shall be charged therefor.

SEC. 4. An age and schooling certificate shall not be approved unless satisfactory evidence is furnished by the last school census, the certificate of birth or baptism of such child, the register of birth of such child with a town or city clerk, or in some other manner, that such child is of the age stated in the certificate.

SEC. 5. The age and schooling certificate of a child under sixteen years of age shall not be approved and signed until he presents to the person authorized to approve and sign the same an employment ticket as hereinafter prescribed, duly filled out and signed. A duplicate of each age and schooling certificate shall be filled out and shall be kept on file by the school committee. Any explanatory matter may be printed with such certificate in the discretion of the school committee or superintendent of schools. The employment ticket and the age and schooling certificate shall be separately printed, and shall be filled out, signed, and held or surrendered, as indicated in the following forms:

EMPLOYMENT TICKET, LAWS OF 1898.

When [name of child] . height [feet and inches] , complexion [fair or dark] , hair [color] , presents an age and schooling certificate duly signed, I intend to employ [him or her] .

(Signature of intending employer or agent.)

(Town or city and date.)

AGE AND SCHOOLING CERTIFICATE, LAWS OF 1898.

This certifies that I am the [father, mother, guardian or custodian] of [name of child] , and that [he or she] was born at [name of town or city] , in the county of [name of county, if known] , and State [or country] of , on the [day and year of birth] , and is now [number of years and months] old.

(Signature of father, mother, guardian or custodian.)

(Town or city and date.)

Then personally appeared before me the above-named [name of person signing] , and made oath that the foregoing certificate by [him or her] signed is true to the best of [his or her] knowledge and belief. I hereby approve the foregoing certificate of [name of child] , height [feet and inches] , complexion [fair or dark] , hair [color] , having no sufficient reason to doubt that [he or she] is of the age therein certified. I hereby certify that [he or she] [can or can not] read at sight and [can or can not] write legibly simple sentences in the English language.

This certificate belongs to [name of child in whose behalf it is drawn] , and is to be surrendered to [him or her] whenever [he or she] leaves the service of the corporation or employer holding the same; but if not claimed by said child within thirty days from such time it shall be returned to the superintendent of schools, or, where there is no superintendent of schools, to the school committee.

(Signature of person authorized to approve and sign, with official character or authority.)

(Town or city and date.)

In the case of a child who can not read at sight and write legibly simple sentences in the English language the certificate shall continue as follows, after the word "language:"

I hereby certify that [he or she] is regularly attending the [name] public evening school. This certificate shall continue in force only so long as the regular attendance of said child at the evening school is indorsed weekly by a teacher thereof.

SEC. 6. Whoever employs a child under sixteen years of age, and whoever having under his control a child under such age permits such child to be employed, in violation of section one or two of this act, shall for such offense be fined not more than fifty dollars; and whoever continues to employ any child in violation of either of said sections of this act after being notified by a truant officer or an inspector of factories thereof, shall for every day thereafter that such employment continues be fined not less than five nor more than twenty dollars. A failure to produce to a truant officer or inspector of factories any age or schooling certificate or list required by this act shall be prima facie evidence of the illegal employment of any person whose age and schooling certificate is not produced or whose name is not so listed. Any corporation or employer retaining any age and schooling certificate in violation of section five of this act shall be fined ten dollars. Every person authorized to sign the certificate prescribed by section five of this act who knowingly certifies to any materially false statement therein shall be fined not more than fifty dollars.

SEC. 7. No person shall employ any minor over fourteen years of age, and no parent, guardian or custodian shall permit to be employed any such minor under his control, who can not read at sight and write legibly simple sentences in the English language, while a public evening school is maintained in the town or city in which such minor resides, unless such minor is a regular attendant at such evening school or at a day school: *Provided*, That upon presentation by such minor of a certificate signed by a regular practicing physician, and satisfactory to the superintendent of schools, or, where there is no superintendent of schools, the school committee, showing that the physical condition of such minor would render such attendance in addition to daily labor prejudicial to his health, said superintendent of schools or school committee shall issue a permit authorizing the employment of such minor for such period as said superintendent of schools or school committee may determine. Said superintendent of schools or school committee, or teachers acting under authority thereof, may excuse any absence from such evening school arising from justifiable cause. Any person who employs a minor in violation of the provisions of this section shall forfeit for each offense not more than one hundred dollars for the use of the evening schools of such town or city. Any parent, guardian or custodian who permits to be employed any minor under his control in violation of the provisions of this section shall forfeit not more than twenty dollars for the use of the evening schools of such town or city.

SEC. 8. Truant officers may visit the factories, workshops and mercantile establishments in their several towns and cities and ascertain whether any minors are employed therein contrary to the provisions of this act, and they shall report any

cases of such illegal employment to the school committee and to the chief of the district police, or to the inspector of factories for the district. Inspectors of factories and truant officers may require that the age and schooling certificates and lists provided for in this act, of minors employed in such factories, workshops or mercantile establishments, shall be produced for their inspection. Complaints for offenses under this act shall be brought by inspectors of factories.

SEC. 9. Sections thirteen, fourteen, sixteen to twenty-five inclusive, sixty-seven, sixty-nine and seventy of chapter five hundred and eight of the acts of the year eighteen hundred and ninety-four, and all other acts and parts of acts inconsistent herewith, are hereby repealed.

SEC. 10. This act shall take effect on the first day of September in the year eighteen hundred and ninety-eight.

Approved June 2, 1898.

CHAPTER 496.—*Manual training in public schools, and penalty for employing children unlawfully absent from school.*

SECTION 1. * * * Manual training * * * may be taught in the public schools.

SEC. 4. Every town and city of twenty thousand or more inhabitants shall maintain as part of both its elementary and its high school system the teaching of manual training.

SEC. 31. * * * Any person who * * * employs * * * while school is in session any child absent unlawfully from school, shall forfeit and pay a fine of not more than fifty dollars.

SEC. 36. * * * Sections one * * * of chapter forty-four * * * of the Public Statutes; * * * chapter four hundred and seventy-one, and sections one * * * of chapter four hundred and ninety-eight of the acts of the year eighteen hundred and ninety-four; * * * are hereby repealed.

SEC. 37. This act shall take effect on the first day of September in the year eighteen hundred and ninety-eight.

Approved June 2, 1898.

CHAPTER 505.—*Deductions in wages of women and children prohibited.*

SECTION 1. No deductions shall be made in the wages of women and minors who are paid by the day or hour, employed in manufacturing or mechanical establishments, for time during which the machinery is stopped, if said women and minors were refused the privilege of leaving the mill while the damage to said machinery was being repaired; and none of the employees referred to in this section shall be compelled to make up time lost through the breaking down of machinery unless said employees are compensated at their regular rates of wages: *Provided*, That said employees have been detained within their workrooms during the time of such break down.

SEC. 2. Any person, corporation, officer or agent who violates the provisions of this act shall be punished by fine not exceeding twenty dollars for each offense.

Approved June 6, 1898.

CHAPTER 548.—*Protection of employees as voters—Time to vote to be allowed.*

SECTION 5. No person entitled to vote at a State election shall, upon the day of any such election, be employed in any manufacturing, mechanical or mercantile establishment, except such as may lawfully conduct its business on Sunday, during the period of two hours after the opening of the polls in the voting precinct or town in which he is entitled to vote, if he shall make application for leave of absence during such period.

SEC. 409. An owner, superintendent or overseer in any manufacturing, mechanical or mercantile establishment, except such as may lawfully conduct its business on Sunday, who employs or permits to be employed therein any person entitled to vote at a State election, during the period of two hours after the opening of the polls in the voting precinct or town in which such person is entitled to vote if he shall make application for leave of absence during such period, shall be punished by fine not exceeding one hundred dollars.

SEC. 410. Whoever, by threatening to discharge a person from his employment or to reduce his wages, or by promising to give him employment at higher wages, attempts to influence a voter to give or to withhold his vote at an election, or whoever, because of the giving or withholding of a vote at an election, discharges a person from his employment or reduces his wages, shall be punished by imprisonment in jail not exceeding one year.

SEC. 418. Chapters four hundred and seventeen * * * of the acts of the year eighteen hundred and ninety-three; chapters * * * two hundred and nine * * * of the acts of the year eighteen hundred and ninety-four; * * * and all other acts and parts of acts inconsistent herewith, are hereby repealed.

Approved June 21, 1898.

CHAPTER 577.—*Loans secured by mortgages of personal property which is exempt from attachment or by assignments of wages.*

SECTION 1. No person, corporation or copartnership engaged in the business of making loans shall make any loan secured by mortgage or pledge of household furniture or other personal property exempt from attachment, or by assignment of wages for personal service, for less than two hundred dollars and at a rate of interest greater than twelve per cent, without first having obtained a license for carrying on such business in the city or town in which such business is transacted. Such licenses may be granted by the board of police of the city of Boston in and for said city, by the mayor and aldermen of any other city in and for such city, and by the selectmen of any town in and for such town.

SEC. 2. No such license shall be granted until the applicant or applicants therefor shall file with the board authorized to grant the same a statement verified by oath, which in case of a corporation may be the oath of the president thereof or the agent thereof in charge of such business, setting forth the place in the city or town where the business is to be carried on, the name or names, and the private and business address or addresses of the applicant or applicants, and, in case of a corporation, the State under the laws of which it is organized, and the name or names and private address or addresses of the clerk or secretary and the agent or other officer having charge of its proposed business, nor until the applicant or applicants shall, unless excused by the board authorized to grant the license, file with said board a power of attorney appointing some person satisfactory to the board to be his, their or its attorney, upon whom all lawful processes may be served in any action or proceeding arising under this act, with the same effect as if served upon such applicant or applicants appointing such attorney. If any change occurs in the name or address of any licensee, or of the clerk, secretary or agent aforesaid of any licensed corporation, or in the place where the licensed business is carried on, or in the membership of any copartnership licensed, a true and full statement of such change, sworn to in the manner required above in the case of the original statement, shall forthwith be filed with the board granting the license. The board of officers granting any such license shall have full power to revoke the same for cause at any time after hearing.

SEC. 3. No license shall be issued unless or until the licensee or licensees named therein shall file with the treasurer of the city or town in which the business is to be carried on, a bond in a penal sum to be fixed by the licensing board, executed to said treasurer by said licensee or licensees, and by a surety or sureties, to be approved by a licensing board, which bond shall be conditioned for the faithful performance by the licensee or licensees, of the duties and obligations pertaining to the business so licensed, and the prompt payment of any final judgment recovered against the licensee or licensees, or for the payment of which any individual of the licensees may be legally bound under or by virtue of this act: *Provided, however*, That no suit at law or in equity shall be commenced or prosecuted against said sureties or either of them on any such bond until after thirty days from the time final judgment shall have been rendered against said licensee or licensees; but in any case at law or in equity under the provisions of this act against the licensee or licensees, when it shall be made to appear that the plaintiff is entitled to judgment or decree except for proceedings in bankruptcy or insolvency, or the discharge therein, of the licensee or licensees, the court may at any time, on motion, enter a special judgment or decree for the plaintiff for the amount of his debt, damages and costs, or for such other relief as he may be entitled to, and such bond shall be conditioned for the payment of such special judgment and compliance with such decree. Any person or persons aggrieved by a breach of the condition of such bond may sue and recover judgment upon such bond at his or their own expense and in his or their own behalf, but in the name of the obligee; and if any judgment for the defendant or defendants, for costs, shall be entered, execution therefor shall issue against the person or persons for whose benefit the suit is brought, as if he or they were the plaintiff or plaintiffs of record, but not against the obligee. In such suit like proceedings shall be had as in a suit by a creditor on an administration bond. The board issuing the license may at any time require the licensee or licensees to file one or more additional bonds of like nature and with like effect, and to give full information as to all judgments recovered on, or suits pending on, his or their bonds, at any time. On failure to file any such bond required the license shall be revoked.

SEC. 4. In the case of any loan to which the provisions of this act apply, a sum not exceeding two dollars if the loan does not exceed twenty-five dollars, not exceeding ten dollars if the loan exceeds one hundred dollars, not exceeding three dollars if the loan exceeds twenty-five dollars but does not exceed fifty dollars, and not exceeding five dollars if the loan exceeds fifty dollars but does not exceed one hundred dollars, may, if both parties to the loan so agree, be paid by the borrower or borrowers or added to the debt, and taken by the lender as the expense of making and securing the loan, and such sum shall not be counted as part of the interest of such loan. No greater sum than as above specified shall be taken for such purpose, and any sum paid, promised or taken in excess of such sum shall be deemed to be taken as interest and shall be so considered for the purposes of this act.

SEC. 5. The board of officers granting licenses in any city or town as provided in this act shall from time to time establish such rules and regulations with reference to the business carried on by the parties so licensed and the rate of interest to be charged by them as shall seem to said board to be necessary and proper. Said board in fixing said rate shall have due regard to the amount of the loan and the time for which it is made; and no person or party so licensed shall hereafter charge or receive upon any loan a greater rate of interest than that fixed by the board by which his license was issued.

SEC. 6. When any greater rate of interest or amount for expenses than is allowed under the provisions of this act has been paid upon any loan to which the provisions of this act apply the party paying the same may either by an action of contract or suit in equity recover back the amount of the unlawful interest with twice the legal costs, and no more, provided that the action or suit for the recovery of unlawful interest or expenses shall be brought within two years from the time of payment.

SEC. 7. In case any loan to which the provisions of this act apply is secured by mortgage or pledge of personal property or by an assignment of wages the mortgage shall be discharged, the pledge restored, or the assignment released, upon payment or tender of the sum legally due under the provisions of this act, and such payment or tender may be made by the debtor, by any person duly authorized by him, or by any person having an interest in the property mortgaged or pledged or in the wages assigned. Whoever refuses or neglects, after request, to discharge a mortgage, release an assignment, or restore a pledge to the party entitled to receive the same, after payment of the debt secured thereby or the tender of the amount due thereon as aforesaid, shall be liable in an action of tort to the borrower or borrowers for all damages thereby resulting to him or them.

SEC. 8. No mortgage or pledge of personal property or assignment of wages to which the provisions of this act apply shall be valid unless it states, with substantial accuracy, the actual amount of the loan, the time for which the loan is made, the rate of interest to be paid, and the expense for making and securing the loan; nor unless it contains a provision that the debtor shall be notified, in the manner provided in section seven of chapter one hundred and ninety-two of the Public Statutes, of the time and place of any sale to be made in foreclosure proceedings at least seven days before such sale. And no notice of intention to foreclose under sections seven or ten of said chapter shall be valid in such case, unless it expressly states where such notice is to be recorded and that the right of redemption will be foreclosed sixty days after such recording. At any time after twenty days from the date of any such mortgage if the same has not been recorded the holder thereof shall forthwith on demand and payment or tender of one dollar, give to the mortgager, or any person interested in the mortgaged property, a copy of the mortgage and note or obligation secured thereby, which such holder or holders shall certify to be a true copy thereof.

SEC. 9. Whenever any payment is made on account of any loan to which the provisions of this act apply the person receiving the payment or his principal shall, when the payment is taken, give the person paying, a receipt setting forth the amount then paid and the amount previously paid, and identifying the loan, note, mortgage or assignment to which it is to be applied.

SEC. 10. Any person or persons not being duly licensed as provided in this act who, on his or their own account, or on account of any other person or persons, copartnership or corporation not so licensed, shall engage in or carry on, directly or indirectly, either separately or in connection with or as part of any other business, the business of making loans to which the provisions of this act apply, shall be punished by a fine of not more than three hundred dollars, or by imprisonment in the house of correction not more than sixty days, or by both such fine and imprisonment.

SEC. 11. Chapter three hundred and eighty-eight of the acts of the year eighteen hundred and eighty-eight and chapter four hundred and twenty-eight of the acts of the year eighteen hundred and ninety-two, shall not apply to any loan of less than two hundred dollars made by any person holding a license under this act, nor shall this act affect any right of action which has accrued under either of said acts prior to the passage of this act. Nothing in this act shall be construed to apply to licensed

pawnbrokers, or to repeal or affect section thirty-four of chapter one hundred and two, or section six of chapter one hundred and ninety-two of the Public Statutes, chapter four hundred and ninety-seven of the acts of the year eighteen hundred and ninety-five, chapter one hundred and eighty-three of the acts of the year eighteen hundred and ninety-six, or so much of section three of chapter seventy-seven of the Public Statutes as provides that when there is no agreement for a different rate the interest of money shall be at the rate of six dollars upon each hundred dollars for a year.

SEC. 12. This act shall take effect on the first day of September in the year eighteen hundred and ninety-eight.

Approved June 23, 1898.

RESOLVES — CHAPTER 78.—*Bureau of statistics of labor — Investigation of labor and cooperative insurance.*

Resolved, That the bureau of statistics of labor is hereby instructed to make an investigation into the subject-matter of labor and cooperative insurance and profit sharing, whereby provision is made to secure to employees either a share of the profit, or sick and mortuary benefits, as well as annuities, after a certain period of employment, or after reaching a certain age, and report to the general court as soon as convenient such data and statistics as it may be able to obtain in this country as well as abroad, with such comments or suggestions as may be deemed advisable. The expenses of such investigation, which shall not exceed the sum of one thousand dollars, shall be paid from the treasury of the Commonwealth.

Approved April 22, 1898.

RECENT GOVERNMENT CONTRACTS.

[The Secretaries of the Treasury, War, and Navy Departments have consented to furnish statements of all contracts for constructions and repairs entered into by them. These, as received, will appear from time to time in the Bulletin.]

The following contracts have been made by the office of the Supervising Architect of the Treasury:

BROCKTON, MASS.—October 1, 1898. Contract with McIlvain, Unkefer Company, Pittsburg, Pa., for the construction of post-office, except heating apparatus and electric-wire conduits, $42,353. Work to be completed within twelve months.

ST. ALBANS, VT.—October 10, 1898. Contract with Huey Brothers, Boston, Mass., for low-pressure, return-circulation, steam-heating and ventilating apparatus for custom-house and post-office, $4,000. Work to be completed within sixty-five working days.

BOISE, IDAHO.—November 1, 1898. Contract with Finegan & Eastman for excavation, foundation, stone work of basement exterior walls, etc., for public building, $8,243.95. Work to be completed within four months.

PHILADELPHIA, PA.—November 5, 1898. Contract with Chas. McCaul for superstructure (except interior finish) including certain piers, interior walls, etc., in basement, and constructive steel work of floors, roofs, etc., for new mint, $441,743. Work to be completed within eighteen months.

INDEX OF LABOR LAWS PUBLISHED IN NOS. 1 TO 19 OF THE BULLETIN OF THE DEPARTMENT OF LABOR.

[In Vols. I and II (Nos. 1 to 7 and 8 to 13) of the Bulletin the laws relating to labor were indexed simply by States. In the index herewith presented there is included a subject-matter analysis not only of the labor laws contained in this volume but also of the laws found in Vols. I and II. This establishes for the Bulletin an indexing of these laws uniform with that used in the second edition of the Second Special Report of the Department (Labor Laws of the United States). This uniformity will be continued in future volumes of the Bulletin.]

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BULLETIN

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EDITED BY

CARROLL D. WRIGHT,
COMMISSIONER.

OREN W. WEAVER,
CHIEF CLERK.

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